

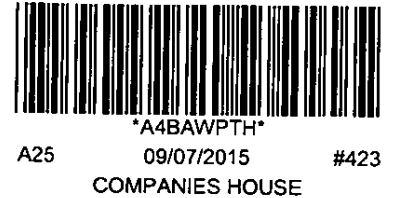
Company no. 01309004

The Companies Act 2006
Private company limited by shares
Written resolutions
of

SPG Media Group Limited (the "Company")

^{July}
1 ~~June~~ 2014 (the "Circulation Date")

THURSDAY



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "**Special Resolution**")

Special Resolution:

- 1 **That** the Company enter into a senior term and revolving facilities agreement to be made between amongst others, the Progressive Digital Media Group plc as borrower (the "**Parent**") and certain of its subsidiaries including the Company as borrowers (the "**Borrowers**"), the Company and certain other of the Parent's subsidiaries named in it as obligors (the "**Obligors**"), National Westminster Bank Plc as Original Lender and The Royal Bank of Scotland plc as Arranger, Agent and Security Agent (the "**Facilities Agreement**")
- 2 **That** the Company enter into a debenture to be given by, among others, the Parent and the Company in favour of the Royal Bank of Scotland (the "**Debenture**")
- 3 **That** the Company enter into an accession deed to the guarantee dated 4 October 2013 between, amongst others, the Parent and certain of the Parent's subsidiaries in favour of the Royal Bank of Scotland (the "**Accession Deed**")
- 4 **That** the draft articles of association attached to this resolution be and they are adopted by the Company in substitution for, and to the exclusion of, its existing articles of association
- 5 **That** each director of the Company is hereby authorised on behalf of the Company to do all such acts and things and agree and execute all such documents as may be requested in connection with or as contemplated by
 - (a) the Facilities Agreement,
 - (b) the Debenture, and
 - (c) the Accession Deed

Important:

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

The undersigned, being persons entitled to vote on the resolutions on the Circulation Date (see Note 4), hereby irrevocably agree to the Special Resolution

*For and on behalf of the sole
shareholder of the Company
Progressive Capital Ltd*
Signed

Name Michael Thomas Danson

Date

Signed

Name Simon John Pyper

Date

S.J.P.
01 - 07 - 2014

Notes

- 1 If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol, BS1 6EG marked for the attention of Adam Love)
 - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol, BS1 6EG marked for the attention of Adam Love)
 - By email (by attaching a scanned copy of the signed document to an email and sending it to adam.love@osborneclarke.com) Please enter "Written resolution" circulated in the email subject box

Please note that return of this document will not be accepted by fax.

- 2 **The resolution will lapse if sufficient votes in favour of it have not been received by the end of the date which is 28 days after the Circulation Date (the Circulation Date being counted as day one)** Unless you do not wish to vote on the resolution, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolution
- 3 Once you have signified your agreement to the resolutions such agreement cannot be revoked
- 4 In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s)
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Articles of Association

of

SPG Media Group Limited

Company number 01309004

(Private company limited by shares)

as adopted by special resolution passed on 5 March 2009

Osborne Clarke

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Company number: 01309004

The Companies Acts 1985 to 2006

Private company limited by shares

Articles of Association

of

SPG Media Group Limited

(as adopted by special resolution passed on 5th March 2009)

1 Preliminary

The regulations contained in or incorporated in Table A shall apply to the company save insofar as they are excluded or varied by these Articles or are inconsistent with these Articles and such regulations (except as so excluded, varied or inconsistent) together with these Articles shall be the regulations of the company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force)

2 Definitions and interpretation

Definitions

2 1 In these Articles, unless the context otherwise requires, the following words have the following meanings

"1985 Act" means the Companies Act 1985

"2006 Act" means the Companies Act 2006

"Acts" means (subject to Article 2 3) the Companies Acts and, where the context requires, every other statute, order, regulation, or other subordinate legislation from time to time in force in the United Kingdom concerning companies and affecting the company

"address" has the meaning given in Section 1148, Companies Act 2006

"Articles" means these articles of association as altered or varied from time to time (and **"Article"** means a provision of these Articles)

"Board" means the board of directors from time to time of the company (or any duly authorised committee of it)

"Companies Acts" has the meaning given in Section 2, 2006 Act

"document" means any document (including, but not limited to, any summons, notice, order, register, certificate or other legal process)

"electronic address" has the meaning given in Section 333(4), 2006 Act

"electronic form" has the meaning given in Section 1168, 2006 Act

"electronic means" has the meaning given in Section 1168, 2006 Act

"hard copy form" and **"hard copy"** has the meaning given in Section 1168, 2006 Act

"Holding Company" means Progressive Capital Limited registered in England and Wales with company number 6212743

"Regulation(s)" means the appropriately numbered regulation(s) in Table A

"subsidiary" has the meaning set out in Section 1159, 2006 Act, provided that a company shall not be regarded as a subsidiary of another company by reason only of the fact that such company is a member of it and controls the composition of its board of directors

"working day" has the meaning given in Section 1173, 2006 Act

"writing" means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words, symbols or other information in a legible and non-transitory form and **"written"** shall be construed accordingly

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Table A to F) (Amendment) Regulations 1985 (SI 1985/1052), the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373), the Companies (Table A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Table A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826)

Interpretation

2 2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions defined in Table A shall have the same meaning in these Articles. Any other words and expressions contained in these Articles and/or in Table A shall have the same meaning as in the Acts (excluding any modification to them which is not in force on the date of adoption of these Articles)

2 3 In these Articles, a reference to any statute or provision or schedule of a statute shall include any orders, regulations or other subordinate legislation made under it and shall, unless the context otherwise requires, include any modification, re-enactment or re-statement of it for the time being in force and the same principle of construction shall be applied to any order, regulations or other subordinate legislation

2 4 References in these Articles to a document or information being sent or supplied by or to a company (including the company) shall be construed in accordance with the provisions of Section 1148(3), 2006 Act and any reference to "sent" or "supplied" (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), 2006 Act

3 Share capital

The authorised share capital of the company at the date of adoption of these Articles is £16,544,000 divided into 223,754,000 ordinary shares of £0.05 each and 535,621,000 redeemable deferred shares of £0.01 each

4 Shares

Authority to allot

4 1 The Board is generally and unconditionally authorised for the purposes of Section 80, 1985 Act to exercise any power of the company to allot relevant securities (as defined in that section) to such persons, on such terms and in such manner as it thinks fit, up to an aggregate nominal amount of £11,987,943.65, at any time or times during the period of 5 years from the date on which the resolution of the company adopting these Articles was passed, provided that such authority may be previously revoked or varied by the company in general meeting

4 2 The authority contained in Article 4 1 shall enable the Board to allot relevant securities after the expiry of the period set out in Article 4 1 pursuant to an offer or agreement made by the company before the expiry of the said period

4 3 All unissued shares or securities of the company not comprising relevant securities shall be at the disposal of the Board who may allot, issue, grant options or rights over or otherwise dispose of them to such persons, at such times, and on such terms as it thinks fit, provided that no such shares or securities shall be issued at a discount

Exclusion of statutory pre-emption provisions

4 4 Pursuant to Section 91, 1985 Act, sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90, 1985 Act shall be excluded from applying to the company

5 Share certificates

The first sentence of Regulation 6 is amended by adding after "Every certificate shall be sealed with the seal" the words "or executed in such other manner as the directors authorise, having regard to the provisions of the Acts"

6 Lien

The lien conferred by Regulation 8 shall also attach to fully paid shares and the company shall also have a first and paramount lien on all shares, whether fully paid or not, registered in the name of any person, whether he is the sole registered holder of them or one of two or more joint holders, for all moneys presently payable by him or his estate to the company The company's lien on a share shall extend to any amount payable in respect of it (which shall include all distributions of money and other assets attributable to it) Regulation 8 is modified accordingly. In addition, Regulation 10 shall be amended by the addition at the end thereof of the words "following such sale, the transferee shall be registered as the holder of those shares to which the transfer relates notwithstanding that he may not be able to produce the share certificate and he shall be under no responsibility to see the application of the consideration" Regulation 11 shall be amended by replacing the words " to the person entitled to the shares at the date of the sale " with the words " to the person entitled to the shares immediately before the sale took place"

7 Forfeiture

The liability of any member in default of payment of a call shall, if the Board so determines, include any costs and expenses suffered or incurred by the company in respect of such non-payment and the powers conferred on the Board by Regulation 18 and the provisions of Regulation 21 are extended accordingly

8 Transfer of shares

8 1 Subject to Article 20, the Board may, in its absolute discretion, refuse to register a transfer of any share, whether or not it is a fully paid share and whether or not the company has a lien on such share Regulation 24 shall not apply to the company Regulation 26 shall also not apply to the company

8 2 If the Board refuses to register a transfer of a share it shall, within 2 months after the date on which the transfer was lodged with the company, send notice of the refusal to the transferee together with its reasons for the refusal Any instrument of transfer which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it All instruments of transfer which are registered may be retained by the company Regulations 25 and 28 are modified accordingly

9 Transmission of shares

9 1 The Board may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder of it to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within 60 days of such notice, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with Regulation 30 is modified accordingly

9 2 When a person becomes entitled to a share in consequence of death or bankruptcy or otherwise by way of operation of law, the rights of the holder in relation to it cease. The person who becomes so entitled may give a good discharge for dividends and other distributions in respect of the share. Regulation 31 is modified accordingly

10 Proceedings at general meetings

10 1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business (provided that the absence of a quorum shall not preclude the choice or appointment of a chairman, which shall not be treated as part of the business of the meeting). Whenever the company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy shall be a quorum. Whenever the company has two or more members, two persons entitled to vote upon the business to be transacted (each being a member (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy), shall be a quorum. Regulation 40 shall not apply to the company

10 2 If within half an hour from the time appointed for a general meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the chairman (or, in default, the Board) may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved. Regulation 41 shall not apply to the company

10 3 A poll may be demanded at any general meeting by any member entitled to vote on the resolution (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative or by proxy. Regulation 46 shall be modified accordingly

11 Proxies

Proxy appointments

11 1 The appointment of a proxy shall

- (a) be made in writing under the hand of the appointor or of his attorney duly authorised in writing (or if the appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised on its behalf) and shall be in any common form or in such other form as the Board may approve;
- (b) be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote (whether on a show of hands or a poll) on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit and to confer the right to speak at the meeting to which it relates (including any adjournment of it),
- (c) be valid as well for any adjournment of the meeting as for the meeting to which it relates, and
- (d) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings

- 11 2 Subject to the provisions of the Acts, the appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the Board) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form
- (a) to the registered office of the company, or
 - (b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the company in relation to the meeting, or
 - (c) as the Board shall otherwise direct, to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll
- 11 3 Any instrument of proxy not so sent or supplied or received shall be invalid unless the Board at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this Article and such proxy shall thereupon be valid notwithstanding such default

Revocation of proxy

- 11 4 The validity of
- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy, or
 - (b) anything done by a proxy acting as duly appointed chairman of a meeting, or
 - (c) any decision determining whether a proxy counts in a quorum at a meeting, shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been,
 - (d) sent or supplied to the company or any other person as the company may require in the notice of the meeting, any instrument of proxy sent out by the company in relation to the meeting or in any invitation to appoint a proxy issued by the company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles, and
 - (e) received at the registered office of the company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll

- 11 5 Regulations 60 to 63 (inclusive) shall not apply to the company

12 Resolutions

A written resolution proposed in accordance with the provisions of Chapter 2 of Part 13 of the 2006 Act shall lapse if it is not passed before the period of 14 days beginning with the circulation date (as such is construed pursuant to Section 290, 2006 Act)

13 Exercise of members' rights

No member of the company shall be entitled to nominate another person or persons to enjoy or exercise all or any specified rights of the member in relation to the company pursuant to Section 145, 2006 Act. Accordingly, the company shall not be obliged to give effect to any purported nomination notice received by it.

14 Number of directors

The minimum number of directors shall be one and, if there is a sole director, he shall have all the powers and be subject to all the provisions conferred on the directors by these Articles. Regulations 64 and 90 are modified (and all other provisions of these Articles relating to directors shall be construed) accordingly.

15 Alternate directors

15.1 The appointment of an alternate director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director. Where an alternate director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors. Regulation 65 is modified accordingly.

15.2 A director who acts as an alternate director for one or more other directors shall be entitled to a separate vote for each appointor, in addition to his own vote. Regulation 88 is modified accordingly.

16 Delegation of directors' powers

Any committee of the Board may consist of one or more co-opted persons other than directors of the company on whom voting rights may be conferred as members of the committee but so that the number of co-opted members shall be less than one-half of the total number of members of the committee and so that no resolution of the committee shall be effective unless a majority of the members of the committee voting on the resolution are directors of the company. Regulation 72 shall be modified accordingly.

17 Appointment and retirement of directors

17.1 Regulation 78 shall apply but with the deletion of the words "and may also determine the rotation in which any additional directors are to retire" and the last sentence of Regulation 84 shall not apply to the company.

17.2 The Board may by majority decision of all the directors remove from office any director appointed under Regulation 79 unless his appointment was made more than 2 years before such decision or unless his appointment has been approved by resolution of the shareholders. Regulation 79 is modified accordingly.

18 Remuneration of directors and director's expenses

18.1 The directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by the company in general meeting. Unless and until so determined, remuneration shall be at such rate (not exceeding 10,000 per annum) for each director and shall take such form for each director, as the Board may from time to time determine. Such remuneration shall be deemed to accrue from day to day. An alternate director may be paid by the company such part (if any) of the remuneration by way of fee otherwise payable to his appointor as his appointor may by notice in writing to the company from time to time direct. An alternate director shall not be entitled to vote on any resolution relating to the remuneration of an alternate director (whether himself or others).

18.2 A director (including an alternate director) shall also be entitled to be paid all travelling, hotel and other expenses reasonably and properly incurred in attending and returning from

meetings of the shareholders of the company, Board meetings or Board committee meetings or otherwise reasonably and properly incurred in connection with the business of the company or in the proper discharge of his duties as a director (or alternate director) of the company Any director who, by request, performs special services or goes or resides abroad for any purpose of the company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a director of the company shall receive such extra remuneration of such amount and payable in such form as the Board may determine, which shall be charged as part of the company's ordinary working expenses The end of the first sentence of Regulation 66 is modified accordingly and Regulations 82 and 83 shall not apply to the company

19 Proceedings of directors

19 1 Subject to Section 175(6), 2006 Act, the quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be

- (a) one, whenever there is a sole director (and he alone (or any alternate director appointed by him) shall constitute the quorum), and
- (b) two, whenever there are two or more directors Regulation 89 is modified accordingly

19 2 A meeting of the board of directors may be held between directors whether by telephone or video conference or any other audio or audio visual communication media, provided always that the number of directors participating constitutes a quorum and provided that each director participating in the meeting can hear each of the other participants and can address all of the other participants simultaneously A meeting held in this manner shall be deemed to be validly held and shall be deemed to take place where the largest group of participants is physically assembled, or if there is no such group, where the chairman is physically present The directors not present at the place at which the meeting is deemed to be held shall nevertheless be marked as present for the purposes of any minutes of the meeting Notices of any Board meetings need not be given in writing

19 3 A director may only vote on any resolution which in any way concerns or relates to a matter

- (a) in which he has, directly or indirectly, any kind of interest whatsoever; or
- (b) in respect of which, directly or indirectly, any kind of conflict of his duties whatsoever may arise

(each such matter being a **Conflict Matter** and each such director being referred to in this article as a **Conflicted Director** and each other director who is not so affected being referred to in this article as an **Unconflicted Director**), if such Conflict Matter has been authorised by the Unconflicted Directors

19 4 The Unconflicted Directors may authorise, subject to such express terms and conditions as they see fit, any Conflict Matters which arise No Conflicted Director shall be taken into account in calculating the quorum present at the meeting for the purposes of such authorisation and the vote of a Conflicted Director shall not be counted in relation to any such authorising resolution Regulations 94 to 97 (inclusive) shall not apply to the company

20 Secured Institutions

Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this Article 20 1 (to the effect that any provision contained in this Article shall override any other provision of these articles)

- (a) The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

- (i) is to any bank, institution or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (**Secured Institution**) (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts), or
- (ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (iii) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer or shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise

- (b) The directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in Article 20(a)(i) above)
- (c) The lien set out in Article 6, shall not apply to shares held by a Secured Institution (as defined in Article 20(a)(i) above)

Any variation of this Article shall be deemed to be a variation of the rights of each class of share in the capital of the Company

21 Company communications

Method of communication

- 21 1 Subject to the provisions of the Acts, any document or information required or authorised to be sent or supplied by the company to any member or any other person pursuant to these Articles, the Companies Acts or any other rules or regulations to which the company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the company pursuant to the Companies Acts, provided that notices of Board meetings need not be in writing. The provisions of the 2006 Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the company may be subject, by making it available on a website

Address for service

- 21 2 The company may send or supply any document or information to a member either personally, or by post in a prepaid envelope addressed to the member at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the company by the member for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the company by the member for the purpose, or by any other means authorised in writing by the member

concerned. A member whose registered address is not within the United Kingdom and who gives the company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such member shall be entitled to receive any document or information from the company.

Service on joint holders

- 21.3 In the case of joint holders of a share, if the company sends or supplies any document or information to one of the joint holders, it shall be deemed to have been properly sent or supplied such document or information to all the joint holders.

Undelivered documents or information

- 21.4 If, on at least 2 consecutive occasions, the company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the company, the company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 21.5 shall apply.
- 21.5 If on 3 consecutive occasions documents or information have been sent or supplied to any member at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the company until he shall have communicated with the company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.

Evidence of service and deemed delivery

- 21.6 Any member present, in person or by proxy at any meeting of the company or of the holders of any class of shares of the company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
- 21.7 Any document or information, addressed to a member (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or address for service in the United Kingdom (or electronic address, as the case may be) shall
- (a) if hand delivered or left at a registered address or other address for service in the United Kingdom, be deemed to have been served or delivered on the day on which it was so delivered or left,
 - (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted,
 - (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day, and
 - (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 21 8 In calculating a period of hours for the purpose of Article 21 7, no account shall be taken of any part of a day that is not a working day
- 21 9 Subject to Article 21 6, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time)
- 21 10 The company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Articles 21 6 to 21 9 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure
- 21 11 Regulations 111, 112 and 115 shall not apply to the company
- 22 Indemnity, funding and insurance**
- 22 1 Subject to (but to the fullest extent permitted by) the provisions of the Companies Acts and without prejudice to any indemnity to which he may otherwise be entitled
- (a) any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the company or any associated company (which shall, for the purposes of this Article 22 have the meaning given in Section 256, 2006 Act) may, at the discretion of the Board be indemnified out of the assets of the company against all or any part of any costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the company or associated company, or incurred by him in connection with the company's activities as trustee of any occupational pension scheme (which shall, for the purposes of this Article 22 have the meaning given in Section 235(6), 2006 Act), and
- (b) any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the company or any holding company (as such is defined in Section 1159 and Schedule 6, 2006 Act) may, at the discretion of the Board be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Sections 205 and 206, 2006 Act (or to enable him to avoid incurring any such expenditure)
- 22 2 Subject to the provisions of the Companies Acts, the company may (as the directors shall, in their absolute discretion, determine) purchase and maintain, at the expense of the company, insurance for any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the company or any associated company in respect of all or any part of any costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the company, or incurred by him in connection with the company's activities as trustee of any occupational pension scheme
- 22 3 Regulation 118 shall not apply to the company
- 23 Rights of Holding Company**
- 23 1 For so long as the company is a subsidiary of the Holding Company, the following provisions shall apply and, to the extent of any inconsistency between this Article and any other provision(s) of these Articles, this Article shall prevail
- (a) the Holding Company may, at any time and from time to time, appoint any person to be a director of the company or remove from office any director of the company

howsoever appointed, provided that, in the case of a director holding an executive office, his removal from office shall be deemed to be an act of the company and shall have effect without prejudice to any claim for damages for breach of any contract between him and the company,

- (b) no quorum shall be present at any meeting of the company unless the Holding Company is present either by duly authorised representative or by proxy when the meeting proceeds to business,
- (c) the Holding Company may at any time and from time to time inspect all or any of the accounting records of the company or other books or documents of the company,
- (d) no unissued shares or securities shall be issued or agreed to be issued or put under option without the consent of the Holding Company,
- (e) no transfer of any share of the company shall be registered or approved for registration without the prior consent of the Holding Company, provided that the Board shall not be entitled refuse to register the transfer of any share(s) by the Holding Company to any person which is presented for registration duly stamped, and
- (f) all or any of the powers of the Board or any of the directors of the company shall be restricted in such respects and to such extent as the Holding Company may at any time and from time to time by notice to the company prescribe

23 2 Any such appointment, removal, consent or notice referred to in Article 23 1 shall be in writing served on the company at its registered office and signed on behalf of the Holding Company by any one of its directors and either its secretary (if any) or some other person duly authorised for the purpose

23 3 No person dealing with the company or a member or in relation to any shares shall be concerned to see or enquire as to whether the powers of the Board have been in any way restricted pursuant to Article 23 1 or whether any requisite consent of the Holding Company has been obtained and no obligation incurred or security given or transaction effected by the company to or with any third party shall be invalid or ineffectual unless the third party had at the relevant time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Board or any of the company's directors