

THE COMPANIES ACTS 1948 to 1981
THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

PRESTON NORTH END LIMITED*

(Adopted by special resolution passed on 5 September 1995 and amended by special resolutions passed on 18 December 2008 and 21 September 2010)

PRELIMINARY

1 1 In these Articles the following words bear the following meanings save where otherwise specified or the context otherwise requires

"the 1985 Act"	the Companies Act 1985,
"the 1989 Act"	the Companies Act 1989,
"these Articles"	the articles of association of the Company as from time to time altered,
"auditors"	the auditors for the time being of the Company,
"clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
"Company"	Preston North End Limited or such other name by which the Company may from time to time be registered in accordance with the provisions of the Statutes,
"Deferred Shares"	Deferred Shares of £0.99 each in the capital of the Company,

* The Company was incorporated as Flashpewter Limited and its name was changed to Preston North End (Holdings) Limited by Certificate of Incorporation on Change of Name dated 21st January 1983. The name of the Company was changed to Preston North End Limited and on the same day the Company was re-registered as a public limited company under the name Preston North End plc by Certificate of Incorporation on Change of Name and Re-registration of a Private Company as a Public Company dated 5th September 1995. The name of the Company was changed to Preston North End Limited and on the same day the Company was re-registered as a private limited company by Certificate of Incorporation on Change of Name and Re-registration of a Public Company as a Private Company.

"Directors"	the directors, for the time being, of the Company or those of such directors present at a duly convened meeting of the directors of the Company or a committee thereof at which a quorum is present,
"executed"	any mode of execution,
"holder" or "member"	in relation to shares, the person whose name is entered in the register of members as the holder of the shares,
"month"	calendar month,
"office"	the registered office, for the time being, of the Company,
"Ordinary Shares"	Ordinary Shares of £1 each in the capital of the Company,
"paid"	paid or credited as paid,
"register of members"	the register of members to be kept pursuant to section 352 of the 1985 Act,
"seal"	the common seal (if any) of the Company,
"Secretary"	any person appointed by the Directors to perform the duties of the secretary of the Company, including (subject to the provisions of the Statutes) an assistant or deputy secretary and where two or more persons are appointed to act as joint secretaries shall include any one of those persons,
"the Statutes"	the 1985 Act, the 1989 Act and every other statute (including any orders, regulations or other subordinate legislation made thereunder), for the time being in force, concerning companies and affecting the Company,
"year"	calendar year

1 2 In these Articles

- 1 2 1 save as aforesaid and unless otherwise specified or the context otherwise requires, words or expressions bear the same meaning as in the 1985 Act or the 1989 Act (the definitions in the 1989 Act to prevail where such definitions supersede or contradict those in the 1985 Act),
- 1 2 2 the expression "Managing Director" shall include "Chief Executive",
- 1 2 3 all such of the provisions of these Articles as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" shall be construed accordingly,
- 1 2 4 references to writing include references to typewriting, printing, lithography, photography and any other basis of representing or reproducing words in a legible and non transitory form,
- 1 2 5 a reference to any statute or provision of a statute includes a reference to any statutory modification, re enactment or extension of it for the time being in force,

- 1 2 6 unless otherwise specified or the context otherwise requires
- (i) words in the singular include the plural and vice versa,
 - (ii) words importing any gender include all genders, and
 - (iii) a reference to a person includes a reference to a body corporate and to an unincorporated body of persons, and
- 1 2 7 the headings are inserted for convenience only and do not affect the construction of these Articles
- 1 3 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles
- 2 The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (as amended by The Companies (Tables A to F) (Amendment) Regulations 1985) and in any Table A applicable to the Company under any former enactment relating to companies shall not apply to the Company

SHARE CAPITAL

- 3
- 3 1 The share capital of the Company at the time of adoption of these Articles is £2,250,000* divided into 2,250,000* Ordinary Shares of £1 each in the capital of the Company
- 3 2 In addition, there shall exist as from 21 September 2010 a class of Deferred Shares of £0 99 each in the capital of the Company and which shall have the following restrictions in respect of the rights attaching to them
- 3 2 1 No right to receive any dividends,
- 3 2 2 No right to participate in any return on capital until the Ordinary Shares have received a return on capital of £10,000,000 per Ordinary Share, and
- 3 2 3 No right to receive notice of, or to attend or speak at, any general meeting of the Company
- 3 3 In addition, there shall exist as from 21 September 2010 a class of A Ordinary Shares of £0 01 each in the capital of the Company and which shall rank pari passu with the Ordinary Shares
- 4 1 Subject to the provisions of the Statutes and without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such rights or subject to such restrictions, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Directors may determine)

* Increased to £2,750,000 divided into 2,750,000 Ordinary Shares of £1 each by Special Resolution passed on 6th December 1996 Further increased to £8,000,000 divided into 8,000,000 Ordinary Shares of £1 each by Ordinary Resolution passed on 27 June 2000 Share capital was sub-divided and re-classified into new Ordinary Shares of £0 01 and Deferred shares of £0 99 each by Ordinary Resolution passed on 21 September 2010

- 4 2 Subject to the provisions of the Statutes, the Company may issue shares on the terms that they are, or are to be liable, to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these Articles
- 5 The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted Subject to the provisions of the Statutes, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other The Company may also on any issue of shares pay such brokerage as may be lawful
- 6 The Company shall be entitled, but shall not be bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company Notwithstanding any such recognition the Company shall not be bound to see to the execution, administration or observance of any trust, whether express, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof For the purpose of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the holder thereof for the time being or such other rights in case of transmission thereof as are hereinafter mentioned

VARIATION OF RIGHTS

- 7 1 Subject to the provisions of the Statutes, whenever the share capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up as follows
- (i) where all of the shares of any class are held by the one holder, with the consent in writing of that holder, and
 - (ii) where the shares of any class are held by more than one holder, with the consent in writing of the holders of three- fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of that class but not otherwise

To every such separate meeting all the provisions of these Articles relating to general meetings of the Company 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 those members who are present shall be a quorum) and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively

- 7 2 Unless otherwise expressly provided by the rights attached to any shares, those rights shall be deemed to be varied by the reduction of the capital paid up on those shares and by the creation or issue of further shares ranking in priority for payment of a dividend or in respect of capital or which confer on the holders voting rights more favourable than those conferred by the first-mentioned shares but shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them or subsequent to them

ALTERATION OF CAPITAL

- 8 The Company may by ordinary resolution
- (a) increase its share capital by new shares of such amount as the resolution prescribes,
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,
 - (c) subject to the provisions of the Statutes sub divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from such a sub division, any of them may have any preference or advantage as compared with the others, and
 - (d) cancel 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 share capital by the amount of the shares so cancelled
- 9 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may on behalf of those members sell to any person (including, subject to the provisions of the Statutes, the Company) the shares representing the fractions for the best price reasonably obtainable and distribute the net proceeds of sale (subject to retention by the Company of amounts not exceeding £3, the cost of distribution of which would be disproportionate to the amounts involved) in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity of the proceedings in reference to the sale
- 10 Subject to the provisions of the Statutes, the Company may by special resolution reduce its share capital, any capital redemption reserve, share premium account or other undistributable reserve in any way

PURCHASE OF OWN SHARES

- 11 Subject to the provisions of the Statutes, the Company may purchase its own shares, including any redeemable shares

SHARE CERTIFICATES

- 12 1 Every member, upon becoming the holder of any shares shall be entitled without payment to one certificate for all the shares of each class held by him (and upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding)
- (a) in the case of an issue, within one month (or such longer period as the terms of issue shall provide) after allotment,
 - (b) in the case of a transfer of fully paid shares, within 14 days after lodgement of a transfer, or
 - (c) in the case of a transfer of partly paid shares, within two months after lodgement of a transfer

or to several certificates each for one or more of his shares of any one class (upon payment, for every certificate after the first, of such reasonable sum as the Directors shall from time to time determine) The Company shall not be bound to issue more than one certificate for each class of share held jointly by several persons and delivery of a certificate to one of such persons shall be deemed sufficient delivery to all of them Every certificate for shares shall specify the number and class of shares to which it relates and the amount paid up thereon No certificate shall be issued representing shares of more than one class

- 12 2 Every certificate for shares shall either (a) be issued under the seal and/or (b) bear the signatures of two Directors or one Director and the Secretary or two persons authorised to subscribe the certificate on behalf of the Company, provided that the Directors may by resolution determine, either generally or in any particular case or cases, that any such seal or signature shall be affixed by some automated, mechanical or artificial method or system of sealing or signature
- 12 3 If a share certificate shall be damaged, defaced, worn out, or alleged to have been lost, stolen or destroyed, it may be replaced by a new certificate on request subject to (in the case of damage, defacement or wearing out) delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions (if any) as to evidence and indemnity as the Directors think fit Any such replacement certificate shall be issued without charge save that, in the case of alleged loss, theft or destruction, the person to whom a new certificate is issued shall (if requested) pay to the Company any exceptional out of pocket expenses incurred by the Company incidental to the investigation of evidence of loss, theft or destruction and the preparation of the requisite form of indemnity as aforesaid

LIEN

- 13 1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts (whether presently payable or not) payable at a fixed time or called in respect of that share The Company shall also, insofar as is permitted by the Statutes, have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a member (whether solely or jointly with others) for all the debts and liabilities of such member, or his estate, to the Company The lien shall apply (a) notwithstanding that those debts and liabilities have been incurred before or after notice to the Company of any interest of any person other than such member, (b) whether or not the period for the payment or discharge of the same shall have actually arrived, and (c) 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 and other payments or distributions payable or distributable thereon or in respect thereof The Directors may declare any share to be wholly or in part exempt from the provisions of this Article
- 13 2 The Company may sell, in such manner as the Directors determine, any share on which the Company has a lien if an amount in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share, or the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the share may be sold
- 13 3 To give effect to the sale the Directors may authorise some person to execute an instrument of transfer of the share sold to, or in accordance with the directions of,

the purchaser The title of the transferee to the share shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale

- 13 4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the amount for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the share sold and subject to a like lien for any debts and liabilities not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale

CALLS ON SHARES AND FORFEITURE

- 14 1 Subject to the terms of allotment, the Directors may make calls upon the members in respect of any amounts unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares A call may be required to be paid by instalments A call may, before receipt by the Company of an amount due under it, be revoked in whole or in part and payment of a call may be postponed in whole or in part A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made
- 14 2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed
- 14 3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect of it
- 14 4 If a call remains unpaid after it has become due and payable the person from whom it is due shall pay interest on the amount unpaid from, and including, the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the shares in question or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the 1985 Act) but the Directors may waive payment of the interest in whole or in part
- 14 5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount has become due and payable by virtue of a call
- 14 6 Subject to the terms of allotment, the Directors may differentiate between the holders in the amounts and times of payments of calls on their shares
- 15 1 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued The notice shall state when and name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited If the notice is not complied with, any shares in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all amounts (including dividends) payable in respect of the forfeited shares and not paid before the forfeiture

- 15 2 Subject to the provisions of the Statutes, a forfeited share may be sold, re allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and, at any time before the disposal, the forfeiture may be cancelled on such terms as the Directors determine Where for the purposes of its disposal a forfeited share is to be transferred to any person, the Directors may authorise someone to execute an instrument of transfer of the share to that person
- 15 3 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all amounts which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest if any at the rate at which interest was payable on those amounts before the forfeiture from the date of forfeiture until payment, but the Directors may waive payment in whole or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- 15 4 A certificate under the seal of the Company and signed by two Directors stating that the share therein mentioned has been duly forfeited shall be conclusive evidence of such forfeiture as against all persons claiming to be entitled to the share and the certificate together with the receipt of the Company for the consideration (if any) given for the share on the sale, re allotment or other disposal thereof and the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is sold, re allotted or otherwise disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, sale, re allotment or other disposal of the share

TRANSFER OF SHARES

- 16 All transfers of shares shall be effected by instrument in writing in any usual form, or in any other form which the Directors may approve, and shall be executed by or on behalf of the transferor and, where the share is not fully paid, by or on behalf of the transferee The transferor shall be deemed to remain the holder of the shares concerned until the name of the transferee is entered in the register of members in respect thereof
- 17 1 The Directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share which is not fully paid provided that such discretion must not be exercised in such a manner as to prevent dealings in such share from taking place on an open and proper basis
- 17 2 The Directors may refuse to register the transfer of a share, whether or not fully paid, unless the instrument of transfer
- (a) is lodged, duly stamped or adjudged or certified as not chargeable to stamp duty if so required by law, at the office or at such other place as the Directors may appoint and is accompanied by the certificate(s) for the share(s) 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),

- (b) is in respect of only one class of share, and
 - (c) is in favour of not more than four transferees jointly
- 17 3 The Directors may refuse to register a transfer in respect of shares which are the subject of a notice under Article 27 and in respect of which the required information has not been received by the Company within the prescribed period
- 17 4 If the Directors refuse to register a transfer of a share, 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
- 18 The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine
- 19 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share
- 20 The Company shall be entitled to retain any instrument of transfer which is registered but any instrument of transfer which the Directors refuse to register may be copied and shall (except in the case of fraud) also be returned to the person lodging it when notice of the refusal is given

TRANSMISSION OF SHARES

- 21 If a member dies, the survivor or survivors where he was a joint holder, and his personal representative where he was a sole holder or the only survivor of joint holders, shall be the only person recognised by the Company as having any title to his interest, but nothing in this Article shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him
- 22 A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred
- 23 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as the Directors may properly require, have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any general meeting or at any separate meeting of the holders of any class of shares

UNTRACED MEMBERS

24

- 24 1 The Company shall be entitled to sell in such manner and for such price as the Directors think fit any share held by a member or any share to which a person is entitled by transmission on death or bankruptcy or otherwise by operation of law, if

- (a) for a period of 12 years before the giving of notice pursuant to sub paragraph (c) below no cheque for amounts payable in respect of the share, sent and payable in a manner authorised by these Articles, has been cashed and no communication in respect of the share has been received by the Company from the member or person concerned,
- (b) during that period at least three dividends in respect of the share have become payable,
- (c) the Company has, after the expiration of that period, by advertisement in a newspaper circulating in the area in which the last known address of the member or the address at which service of notices may be effected in the manner authorised by these Articles is located, given notice of its intention to sell such share, and
- (d) the Company has not during the further period of 3 months after the date of the advertisement and prior to the sale of the share received any communication in respect of the share from the member or person concerned

24 2 The Company shall also be entitled to sell, in the manner provided for in this Article, any share ("additional share") issued during the said period or periods of 12 years and 3 months in right of any share to which Article 24 1 applies or in right of any share issued during either of such periods, provided that the requirements of sub paragraphs (a) (but modified to exclude the words "for a period of 12 years before the giving of notice pursuant to sub paragraph (c)"), (c) (but modified to exclude the words "after the expiration of that period") and (d) of Article 24 1 are satisfied in respect of such additional share

24 3 The Company shall also be entitled to sell in such manner and for such price as the Directors think fit any share held by a member or any share to which a person is entitled by transmission on death or bankruptcy or otherwise by operation of law if after having made due and diligent enquiry the Directors have reasonable cause to believe that the whereabouts of the member or person concerned are unknown

24 4 To give effect to the sale, the Directors may appoint any person to execute an instrument of transfer of the share, and the instrument shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, the share and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The Company shall be indebted to the former member or other person previously entitled to the share for an amount equal to the net proceeds of the sale but no trust shall be created and no interest shall be payable in respect of the proceeds of sale

DESTRUCTION OF DOCUMENTS

25 1 The Company may destroy

- (a) any instrument of transfer, at any time after six years from the date on which it is registered,
- (b) any dividend mandate or notification of change of name or address, at any time after two years from the date on which it is recorded or the date on which it is revoked or cancelled,

- (c) any share certificate or certificate in respect of other securities which has been cancelled, at any time after one year from the date of cancellation thereof, and
 - (d) any other documents on the basis of which any entry in the register of members has been made, at any time after six years from the date of the first entry in the register of members in respect thereof
- 25 2 References in this Article to the destruction of any document include references to the disposal of it in any manner
- 25 3 It shall conclusively be presumed in favour of the Company that
 - (a) every entry in the register of members purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made,
 - (b) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered,
 - (c) every share certificate so destroyed was a valid and effective certificate duly and properly cancelled, and
 - (d) every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company

Provided always that the foregoing provisions shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant

- 25 4 Nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any document earlier than any of the above periods or in any other circumstances which would not attach to the Company in the absence of this Article

STOCK

- 26 1 The Company may by ordinary resolution convert any paid-up shares into stock and re-convert any stock into paid-up shares of any denomination
- 26 2 A holder of stock may transfer it or any part of it in the same manner, and subject to the same provisions of these Articles as would have applied to the shares from which the stock arose if they had not been converted, or as near thereto as circumstances admit, but the Directors may fix the minimum amount of stock transferable at an amount not exceeding the nominal amount of any of the shares from which the stock arose
- 26 3 A holder of stock shall, according to the amount of the stock held by him, have the same rights as if he held the shares from which the stock arose, provided that no such right (except participation in dividends and in the assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that right

COMPANY INVESTIGATIONS

27

27 1 In accordance with section 212 of the 1985 Act, the Company may by notice in writing require any member

- (a) to give particulars of his own past or present interest in shares comprised in the share capital of the Company (held by him at any time during the three year period immediately preceding the date on which the notice is issued), and
- (b) where any other interest in the shares subsists or, where another interest in the shares subsisted during that three year period at any time when his own interest subsisted, to give (so far as lies within his knowledge) such particulars with respect to that other interest as may be required by the notice

27 2 The particulars referred to in 27 1(a) and (b) include particulars of the identify of persons interested in the shares in question and whether persons interested in the same shares are or were parties to any concert party agreement or to any agreement or arrangements relating to the exercise of any rights conferred by the holding of the shares. For the purposes of this Article, a "concert party agreement" is an agreement between two or more persons which includes provision for the acquisition by any one or more of them of interests in the Company's shares and includes provisions imposing obligations or restrictions on any one or more of the parties to it with respect to their use, retention or disposal of their interests in the Company's shares acquired in pursuance of the agreement (whether or not together with any other interests of theirs in the Company's shares to which the agreement relates)

27 3 A notice under this Article shall require any information given in response to the notice to be given in writing within 28 days ("the prescribed period")

27 4 Sections 203 and 208 of the 1985 Act apply for the purposes of construing references in this Article to persons interested in shares and to interests in shares respectively, as they apply in relation to Sections 198 to 201 of the 1985 Act (but with the omission of any reference to Section 209)

28 1 If any member has been duly served with a notice under Article 27 and is in default for the prescribed period in supplying to the Company the information thereby required or if the directors have reasonable cause to believe any such information may be false or misleading, then the directors may in their absolute discretion at any time thereafter by a notice (a "Direction Notice") to such member direct that, in respect of the shares in relation to which the default occurred ("the default shares")

- (a) the member shall not be entitled to vote at a general meeting or meeting of the holders of any class of shares of the Company either personally or by proxy or to exercise any other right conferred by membership in relation to general meetings of the Company or meetings of the holders of any classes of shares of the Company,
- (b) in respect of the default shares any dividend or part thereof or other money which would otherwise be payable on such shares shall be retained by the Company until such time as a Direction Notice ceases to have effect

without any liability to pay interest thereon when such money is finally paid to the member, and/or

(c) no transfer of any of the shares held by such member shall be registered

- 28 2 Any Direction Notice shall have effect in accordance with its terms for so long as the default in respect of which the Direction Notice which is issued continues and for a period of one week thereafter (or for such shorter period as the Directors may determine)

GENERAL MEETINGS AND SEPARATE MEETINGS

- 29 All general meetings other than annual general meetings shall be called extraordinary general meetings. An annual general meeting shall be held once in every year, at such time (within a period of not more than 15 months after the holding of the last preceding annual general meeting) and place as may be determined by the Directors
- 30 1 The Directors may convene an extraordinary general meeting whenever they think fit, and a members' requisition under Section 368 of the 1985 Act shall forthwith convene an extraordinary general meeting in accordance with the provisions of that Section
- 30 2 The Directors may whenever they think fit convene a separate meeting of the holders of the shares of any class in the capital of the Company, and shall upon a requisition in writing by five or more members holding together at least one-tenth of the shares of any class in the capital of the Company, forthwith convene a separate meeting of the holders of the shares of that class
- 30 3 If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director may call a general meeting in the same manner as nearly as possible, as that in which meetings may be convened by the Directors

NOTICE OF GENERAL MEETINGS

- 31 1 Subject to the provisions of the Statutes, an annual general meeting and any extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice. The notice shall specify the place, the date and the time of the meeting and in the case of an annual general meeting shall specify the meeting as such. Subject to the provisions of these Articles and to any restrictions imposed on any share, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member, to the Directors (whether or not they are also members of the Company) and to the auditors of the Company
- 31 2 A general meeting shall, notwithstanding that it has been called by a shorter notice than that specified above, be deemed to have been duly called if it is so agreed
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat, and
- (b) in the case of an extraordinary general meeting, 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

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

PROCEEDINGS AT GENERAL MEETINGS

- 33 1 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 an extraordinary resolution or as a special resolution the notice shall contain a statement to that effect
- 33 2 Routine business shall mean and include only business transacted at an annual general meeting of the following classes, that is to say
- (a) declaring dividends,
 - (b) receiving and/or adopting the accounts, the reports of the Directors and auditors and other documents required to be attached or annexed to the accounts,
 - (c) appointing or re appointing directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise,
 - (d) re appointing the retiring auditors (unless they were last appointed otherwise than by the Company in general meeting), and
 - (e) fixing the remuneration of the Directors and auditors or determining the manner in which such remuneration is to be fixed
- 34 No business shall be transacted at any meeting unless a quorum is present Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum
- 35 If a quorum is not present within half an hour after the time appointed for holding the meeting, or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of or by 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 If at the adjourned meeting a quorum as aforesaid is not present within 15 minutes after the time appointed for holding the meeting, or if during the meeting a quorum ceases to be present, the meeting shall be dissolved
- 36 The Chairman (if any) of the board of Directors, or in his absence the Vice Chairman (if any) of the board of Directors, or in the absence of both of them some other Director nominated by the Directors, shall preside as chairman of the meeting, but if neither the Chairman nor the Vice Chairman nor such other Director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number present to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman
- 37 If no Director is willing to act as chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman

- 38 A Director shall, notwithstanding that he is not a member, be entitled to receive notice of and attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company
- 39 The Chairman may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time (or sine die) and/or from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the date, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give notice of an adjourned meeting.
- 40 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Statutes, a poll may be demanded
- (a) by the Chairman, or
 - (b) by not less than five members having the right to vote at the meeting, or
 - (c) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting, or
 - (d) by a member or members holding shares conferring a right to vote at the meeting 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
- 41 Unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 42 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 43 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place and method for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 44 If a poll is demanded it shall be taken either forthwith or on such date and at such time and place as the Chairman directs. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 45 No notice need be given of a poll not taken forthwith if the date on which and the time and place at which it is to be taken are announced at the meeting in respect of which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the date on which and the time and place at which the poll is to be taken.

- 46 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have

VOTES OF MEMBERS

- 47 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who, being an individual, is present in person or, being a corporation, is present by a duly authorised representative, not being himself a member entitled to vote, or by proxy shall have one vote and on a poll every member who is present in person or by proxy or, being a corporation by a duly authorised representative shall have one vote for every share of which he is the holder
- 48 In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy or if such senior member is a corporation by authorised representative, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members in respect of the relevant holding
- 49 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable
- 50 1 No member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by representative or proxy, in respect of any share held by him unless all amounts then payable by him in respect of that share have been paid
- 50 2 No member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by representative or proxy, in respect of any share held by him which is subject to sanctions under Article 28
- 51 No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote, except at the meeting or adjourned meeting at which the vote objected to is tendered. Subject to any objection made in due time, every vote counted and not disallowed at the meeting shall be valid and every vote disallowed or not counted shall be invalid. Any objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive
- 52 On a poll votes may be given either personally or by representative or proxy (who need not be a member). A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way

PROXIES

53

53 1 Any person (whether a member or not) may be appointed to act as a proxy

53 2 An instrument appointing a proxy shall be in writing shall be in the following form (or a form as near thereto as circumstances allow), or in any other form which is usual or which the directors may approve and shall be executed by the appointor or by his attorney duly authorised in writing A corporation may execute a form of proxy either under its common seal or under the hand of a duly authorised officer or attorney

"Preston North End Limited
I/We, _____ of _____ being a member/members of the above-named company hereby appoint _____ of _____ or failing him, _____ of _____ as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 19 _____ and at any adjournment thereof,
Signed on _____ 19 _____"

53 3 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)

"Preston North End Limited
I/We, _____ of _____ being a member/members of the above-named company hereby appoint _____ of _____ or failing him, _____ of _____ as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the company to be held on 19 _____ and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1* for *against
Resolution No 2* for *against
*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting Signed this _____ day of _____ 19 _____"

54 The instrument appointing a proxy and any authority under which it is executed or a copy of the authority certified notarially or in some other way approved by the Directors must

- (a) be deposited at the office or at such other place in the United Kingdom as is specified in any instrument of proxy sent out by the Company in relation to the meeting, not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (b) in the case of a poll taken more than 48 hours after it was demanded, be deposited as aforesaid not less than 24 hours before the time appointed for taking the poll, or
- (c) in the case of a poll which is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting to the Chairman or to the Secretary or to any Director

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

- 55 A vote given or a demand for a poll by a proxy or by duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice of the determination was received by the Company at the office, or at such other place at which the instrument of proxy was duly deposited, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

CORPORATIONS ACTING BY REPRESENTATIVES

- 56 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 at any separate meeting of the holders of any class of shares of the Company. The person so authorised shall be entitled to exercise the same power on behalf of the corporation as the corporation could exercise if it were an individual member of the Company, and the corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it

DIRECTORS

- 57 Unless otherwise determined by the Company by ordinary resolution, the number of Directors shall not be more than twelve nor less than three
- 58 A Director shall not require a share qualification
- 59 The Directors shall be entitled to receive for their services such sum as the Company in general meeting has fixed or may from time to time fix and such remuneration shall be deemed to accrue daily. Such remuneration shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Directors as they shall determine, or failing agreement, equally
- 60 1 The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Directors or of committees of the Directors or general meetings or separate meetings of the holders of any class of shares or otherwise in connection with the discharge of their duties as Directors
- 60 2 Any Director who holds an executive office or who serves on any committee of the Directors or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of the Director may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine

POWERS OF DIRECTORS

- 61 1 The business of the Company shall be managed by the Directors who, subject to the provisions of the Statutes, the Memorandum of Association of the Company and these Articles and to any directions given by a special resolution of the Company, may exercise all the powers of the Company. No alteration of the Memorandum of Association of the Company or these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not

been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors

- 61 2 The Directors may exercise all the powers of the Company to borrow money and to pledge or grant any security over all or any part of its undertaking, property and assets (present and future) and uncalled capital and, subject to the Statutes, to issue debentures, and other securities whether terminable, redeemable or perpetual and whether outright or as collateral security for any guarantee, debt, liability or obligation of the Company or of any third party

DELEGATION OF DIRECTORS' POWERS

62

- 62 1 The Directors may delegate any of their powers with powers to sub-delegate
- (a) to any Managing Director or any Director holding any other executive office,
 - (b) to any committee consisting of one or more Directors

- 63 Any such delegation may be subject to any conditions the Directors impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject as aforesaid, the proceedings of any committee with two or more members shall be governed by such of these Articles as regulate the proceedings of Directors so far as they are capable of applying

- 64 The Directors may, by power of attorney or otherwise, appoint any person, whether nominated directly or indirectly by the Directors, to be the agent of the Company for such purposes and with such powers and subject to such conditions as they think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with the agent as the Directors may think fit and may also authorise the agent to sub delegate all or any of the powers vested in him

APPOINTMENT, REMOVAL AND RETIREMENT OF DIRECTORS

- 65 At each annual general meeting one third of the Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one third, shall retire from office, but if in any year the Directors who are subject to retirement by rotation shall be two, one of such Directors shall retire and, if in any year there shall be only one Director who is subject to retirement by rotation that Director shall retire
- 66 Subject to the provisions of the Statutes and the following provisions of these Articles, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Directors on the same day, the rotation for retirement shall (unless they otherwise agree among themselves) be decided by the Board whose decision shall be final and binding on all concerned
- 67 If at any meeting at which a Director retires by rotation the place of the retiring Director is not filled, the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy created by his retirement or a resolution for the reappointment of the Director is put to the meeting and lost

- 68 1 No person (other than a Director retiring by rotation at the meeting) shall be appointed or reappointed a Director at any general meeting unless
- (a) he is recommended by the Directors, or
 - (b) not less than fourteen nor more than thirty five days before the date appointed for holding the meeting, notice executed by a member (other than the person to be proposed) qualified to vote on the appointment or reappointment has been given to the Company stating his intention to propose such person for election and including the particulars which would, if such person were appointed or reappointed, be required to be included in the Company's register of directors, together with notice executed by that person of his willingness to be appointed or reappointed
- 68 2 Not less than three nor more than twenty eight days before the date appointed for holding the meeting notice shall be given to all who are entitled to receive notice of the meeting of any person in respect of whom notice has been duly given to the Company under Article 68 1(b) The notice under this Article 68 2 shall give the particulars of that person stated in the notice under Article 68 1(b)
- 69 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, and may also determine the rotation in which any additional Directors are to retire
- 70 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed as the maximum number of Directors A Director so appointed shall retire at the next following annual general meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting
- 71 Subject as aforesaid, a Director who retires at an annual general meeting shall be eligible to be re appointed If he is not re appointed or deemed to have been re appointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 72 1 Without prejudice to the provisions of the Statutes, the Company may, by ordinary resolution, remove a Director before the expiration of his period of office (but such removal shall be without prejudice to any claim for damages for breach of any contract of service between the Director and the Company) and may, by ordinary resolution, appoint another person instead of him A person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last appointed or reappointed a Director
- 72 2 No person shall be ineligible for election or re-election as a Director or be disqualified from continuing to be a Director by reason only of his having attained the age of 70 or any other age
- 72 3 The office of a Director shall be vacated if
- (a) he ceases to be a Director by virtue of any provision of the Statutes or he becomes prohibited by law from being a director, or

- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally or shall apply to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act, or
- (c) he is, or may be, suffering from mental disorder and either
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under any statute dealing with mental health, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of any person to exercise powers with respect to his property or affairs, or
- (d) he resigns his office by notice in writing to the Company, or
- (e) he is absent for more than three consecutive months without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated

DIRECTORS' APPOINTMENTS AND INTERESTS

- 73 1 The Directors may appoint one or more of their number to the office of Managing Director or to any other executive office under the Company and, subject to the provisions of the Statutes any such appointment may be made for such term, at such remuneration and on such other conditions as the Directors think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.
- 74 1 Subject to Article 74 4, the board of directors of the Company (the "Board") may authorise any matter proposed to it in accordance with these Articles which would, if not so authorised, result in a Director infringing his duty under section 175 of the Companies Act 2006 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.
- 74 2 Any authorisation of a matter under this Article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 74 3 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 74 4 Any authorisation given pursuant to Article 74
- (a) will only be effective if
 - (i) the Director in question provides the Board with written details of the matter in respect of which authorisation is being sought (including the nature and extent of his interest in such matter) or in such other manner as the Board may from time to time direct,

- (ii) any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question and any other interested Director (the "Interested Directors"), and
 - (iii) the matter was agreed to without any Interested Director voting or would have been agreed to if the votes of any Interested Director had not been counted,
 - (b) may be given subject to any limits or conditions (including as to duration) as the Board may expressly impose from time to time, and
 - (c) may be varied or terminated by the Board at any time (but this will not affect anything done by the relevant Director prior to such variation or termination in accordance with the terms of such authority)
- 74 5 The provisions of this Article 74 do not apply to any conflict of interest arising in relation to a transaction or arrangement with the Company
- 74 6 In relation to any matter authorised by the Board in accordance with the provisions of this Article 74, the relevant Director may (for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists)
- (a) absent himself from any meeting of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise,
 - (b) abstain from voting at any meeting of the Board on any resolution relating to any matter that gives rise to the conflict of interest or possible conflict of interest,
 - (c) make arrangements not to be given any documents or information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company provided that the relevant Director may make arrangements for such documents and information to be received and read by a professional adviser,
 - (d) decide not to disclose any information which he has obtained in connection with the matter that gives rise to the conflict of interest or possible conflict of interest to the Board or to any Director or other officer or employee of the Company, and/or
 - (e) decide not to use or apply any such information in performing his duties as a Director of the Company

DIRECTORS' GRATUITIES, PENSIONS AND INSURANCE

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

contribute to any fund and pay premiums for the purchase or provision of any such benefit

- 76 Without prejudice to the provisions of Article 75, the Directors shall have power to purchase and/or maintain insurance for, or for the benefit of, any persons who are or were at any time directors or officers or employees of the Company or of any other company or undertaking which is (a) the holding company or parent undertaking of the Company or (b) a subsidiary or subsidiary undertaking of the Company or of such holding company or parent undertaking or (c) otherwise allied to or associated with the Company or any such holding company or parent undertaking or subsidiary or subsidiary undertaking or in which the Company or such holding company or parent undertaking or subsidiary or subsidiary undertaking has any interest whether direct or indirect or who are or were at any time trustees of any pension fund, retirement benefits scheme or employee share scheme in which employees of the Company or of any such other company or undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company or undertaking, pension fund, retirement benefits scheme or employee share scheme and to such extent as may be permitted by law otherwise to indemnify or to exempt any such persons against or from any such liability

PROCEEDINGS OF DIRECTORS

- 77 1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Any Director may waive notice of a meeting and any such waiver may be retrospective.
- 77 2 Questions arising at a meeting shall be decided by a majority of votes. Each Director entitled to vote on a resolution shall have one vote. In case of an equality of votes, the Chairman shall have a second or casting vote.
- 77 3 No business shall be transacted at any meeting of the Directors unless a quorum is present. The quorum may be fixed by the Directors and unless so fixed at any other number shall be two.
- 78 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the minimum number of directors or as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies up to such minimum number of directors or of calling a general meeting.
- 79 The Directors may elect from their number a Chairman and a Vice Chairman of the board of Directors and may remove a Chairman or Vice-Chairman so elected. The Chairman, or in his absence the Vice-Chairman shall preside at all meetings of the Directors but, if there is no Chairman or Vice Chairman or if at the meeting neither the Chairman nor the Vice Chairman is present within five minutes after the time appointed for the meeting or if neither of them is willing to act as Chairman, the Directors present may choose one of their number to be chairman of the meeting.
- 80 All acts done in good faith by a meeting of the Directors or of a committee of the Directors or by a person acting as a Director shall, notwithstanding that it may afterwards be discovered that there was a defect in the appointment of any Director or that any of them was disqualified from holding office or had vacated office or was

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

- 81 A resolution in writing executed by all the Directors entitled to receive notice of a meeting of the Directors or of a committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of the Directors duly convened and held, and may consist of several documents in the like form each executed by one or more Directors
- 82 A Director may as a Director vote and be counted as one of a quorum upon a motion in respect of any contract matter or arrangement which he shall make with the Company or in which he shall be in any way interested provided that he shall first have disclosed the nature of his interests to the Director

MINUTES

- 83 The Directors shall cause minutes to be made in books kept for the purpose
- (a) of all appointments of officers made by the Directors or otherwise, and
 - (b) of all resolutions and proceedings at meetings of the Company, of the holders of any class of shares in the Company, of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting

SECRETARY

- 84 Subject to the provisions of the Statutes, the Secretary shall be appointed by the Directors for such term, at such remuneration and on such other conditions as they think fit and any Secretary so appointed may be removed by them

SEALS

- 85 1 The Directors shall provide for the safe custody of any seal which shall not be used without the authority of the Directors or a committee authorised by the Directors
- 85 2 Every deed, contract, document, instrument or other writing to which the seal shall be affixed shall be subscribed on behalf of the Company by two of the Directors of the Company or by a Director and the Secretary of the Company or by two persons authorised to subscribe such deed, contract, document, instrument or other writing on its behalf

AUTHENTICATION OF DOCUMENTS

- 86 Any Director or the Secretary or any person appointed by the Directors or by a duly authorised committee for the purpose shall have power to authenticate any documents affecting the constitution of the Company, any resolutions passed by the Company or by the holders of any class of shares in the Company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts. Where any books, records, documents or accounts are elsewhere than at the office, the officer, servant or agent of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or a copy of or an extract from the minutes of a meeting, of the Company or the holders of any class of shares in the Company or of the Directors or any committee which is certified as aforesaid shall be

conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting

DIVIDENDS

- 87 Subject to the provisions of the Statutes and the rights attaching to any shares, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members but no dividend shall exceed the amount recommended by the Directors
- 88 Subject to the provisions of the Statutes, the Directors may declare and pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend but no interim dividend shall be paid on shares carrying deferred or non preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. If the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferential rights with regard to dividend for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non preferred rights
- 89 Except as otherwise provided by these Articles or the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. If any share is issued on terms that it ranks for dividend as from a particular date, it shall rank for dividend accordingly. In any other case, dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article, no amount paid up on a share in advance of a call shall be regarded as paid up on the share
- 90 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates (or ignore fractions) and fix the value for distribution of any assets, and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members, and may vest any assets in trustees
- 91 Any dividend or other money payable in respect of a share may be paid by cheque or by any other means sent direct to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque or other form of payment shall be made payable to the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque or other form of payment shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other money payable in respect of the share
- 92 No dividend or other money payable in respect of a share shall bear interest against the Company, unless otherwise provided by the rights attached to the share

- 93 All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. 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 which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.
- 94 The Directors may deduct, from the dividends payable to any member, all such sums of money as may be due by him to the Company on account of calls.

RESERVES

- 95 The Directors may, before recommending or declaring any dividend, set aside out of the profits available for distribution such sums as they may think proper to form a general reserve fund or funds. The general reserve funds may, in the discretion of the Directors, be applied from time to time to meet contingencies or depreciation in the value of any assets of the Company, or for equalising dividends, or paying bonuses, or for providing against losses, meeting claims or liabilities of the Company, or for such other purposes as the Directors shall think conducive to the interests of the Company.
- 96 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.
- 97 Any moneys carried to reserve may be invested along with the general funds of the Company, or may be separately invested and appropriated but income arising from the funds so invested shall be included in the annual profits of the Company and shall not be accumulated and added to the general or capital reserve funds, as the case may be, unless the Directors so determine.

CAPITALISATION OF PROFITS

- 98 The Directors may with the authority of an ordinary resolution of the Company
- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve,
 - (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid,

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

ACCOUNTS

- 99 No member (other than a Director) shall have any right of inspecting any accounting record or other document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company
- 100 The Directors shall from time to time, in accordance with the provisions of the Statutes, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets and reports as are specified in the Statutes

AUDITORS

- 101 1 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 or subsequently became disqualified
- 101 2 The auditors shall be entitled to receive all notices of, and other communications relating to, any general meeting which any member is entitled to receive and to attend any general meeting and to be heard at any general meeting on any part of the business of the meeting which concerns them as auditors

NOTICES

- 102 Any notice to be given to or by any person pursuant to these Articles shall be in writing, except that a notice calling a meeting of the Directors need not be in writing
- 103 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at the address, but otherwise no such member shall be entitled to receive any notice from the Company
- 104 The signature on any notice required to be given by the Company may be typed or printed or otherwise written
- 105 A member present either in person or by proxy, or in the case of a corporation by a duly authorised representative, at any meeting of the Company or of the holders of any class of shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

- 106 Every person who becomes entitled to a share in consequence of the death or bankruptcy of a member shall be bound after he becomes entitled by any notice in respect of that share which, before his name is entered in the register of members, has been given to the person from whom he derives his title
- 107 A notice sent by post shall be deemed to have been served on the day following that on which the envelope containing the notice was posted. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that notice was given
- 108 A notice may be given by the Company to the person entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any like description, at the address, if any, within the United Kingdom supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred
- 109 Any notice required to be given by the Company to the members or any of them, and not expressly provided for by or pursuant to these Articles, shall be sufficiently given if given by advertisement inserted once in at least one national daily newspaper with circulation in the United Kingdom

WINDING UP

- 110 If the Company is wound up, the liquidator may subject to these Articles and with the sanction of an extraordinary resolution and any other sanction required by the Statutes, divide among the members in specie the whole or any part of the assets of the Company and may, for the purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may with the like sanction determine, but no member shall be compelled to accept any assets upon which there is a liability

PROVISION FOR EMPLOYEES

- 111 The Directors may exercise any power conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiary undertakings in connection with the cessation, or the transfer to any person, of the whole, or part of, the undertaking of the Company or that subsidiary undertaking

INDEMNITY

- 112 Subject to the provisions of and so far as may be consistent with the Statutes, but without prejudice to any indemnity to which such person may otherwise be entitled, every Director, Secretary, other officer or employee of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by 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 including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted to have been done or alleged to have been done or omitted to have been done by him as an officer or employee of the Company and in which decree or judgement is

given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court