

Company Number 04219521

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Sesame Bankhall Valuation Services Limited

(Adopted by special written resolution passed on 22 January 2022)



CONTENTS

Clause	Page
1. Interpretation.....	1
2. Model articles or regulations not to apply	4
3. Limited liability	4
4. Private company status	5
5. General.....	5
6. Pre-emption rights.....	5
7. Power to attach rights.....	5
8. Redeemable shares.....	5
9. Commission	5
10. Trusts not recognised	5
11. Right to certificate.....	6
12. Replacement certificate.....	6
13. Company's lien on shares not fully paid	6
14. Enforcement of lien by sale	6
15. Procedure on transfer	6
16. Application of proceeds of sale.....	7
17. Application of Lien	7
18. Calls	7
19. Time of call	7
20. Joint holders	7
21. Interest on calls	7
22. Amounts due on allotment treated as calls	8
23. Power to differentiate.....	8
24. Notice if call not paid.....	8
25. Forfeiture for non-compliance	8
26. Disposal of forfeited shares	8
27. Arrears to be paid notwithstanding forfeiture	8
28. Proof of forfeiture	9
29. Restrictions on transfer of shares	9
30. Permitted transfers	9
31. Transfers of Shares to third parties	14
32. Completion of Share Transfers	14
33. Method of transfer.....	13

34.	Right to refuse registration.....	14
35.	Procedure on refusal to register	14
36.	No fee on registration.....	14
37.	Retention of instrument of transfer.....	15
38.	On death	15
39.	Election of person entitled on transmission.....	15
40.	Rights on transmission.....	15
41.	Fractions.....	15
42.	Change of Company name.....	15
43.	Convening of general meetings	16
44.	Convening of general meetings where insufficient directors	15
45.	Length of notice	16
46.	Form of notice	15
47.	Entitlement to receive notice	16
48.	Omission to send notice	17
49.	Quorum	17
52.	Telephone general meetings	17
53.	Chairman.....	18
54.	Members and proxies as chairman.....	18
55.	Right of directors to attend and speak.....	18
56.	Adjournment	18
57.	Method of voting.....	18
58.	Chairman's declaration.....	18
59.	Withdrawal of demand for a poll	18
60.	Procedure on a poll	19
61.	Timing of a poll	19
62.	Notice of a poll.....	19
63.	Resolutions in writing.....	19
64.	Votes of members	19
65.	Joint holders	19
66.	Voting in case of mental disorder	19
67.	Restriction on voting rights for unpaid calls etc.	20
68.	Objections to voting.....	20
69.	Voting by proxy	20
70.	Appointment of proxy.....	20
71.	Form of appointment of proxy	21
72.	Validity of actions by proxy or representative of a corporation	21

73.	Corporate representatives.....	21
69.	Appointment of alternate director.....	22
75.	Participation in board meetings	22
76.	Revocation when appointor ceases to be a director	22
77.	Appointment or removal of alternate director by notice.....	22
78.	Responsibility	22
79.	Other	23
80.	Powers of the board	23
81.	Agents	23
82.	Delegation to committees and executive directors	23
83.	Appointment and removal of directors	23
88.	Vacation of office by director	23
89.	Remuneration	24
90.	Remuneration of executive directors	24
91.	Directors' interests.....	25
92.	Interests of alternate directors.....	24
93.	Directors' pensions and other benefits	25
94.	Board meetings	28
95.	Quorum	28
96.	Chairman of board	29
97.	Calling a Directors' meeting	29
98.	Validity of proceedings of board or committee	29
99.	Resolution in writing.....	30
100.	Voting	30
101.	Secretary	30
102.	Records of proceedings.....	31
103.	Application of seals.....	31
104.	Declaration of dividends	32
105.	Interim dividends	32
106.	Entitlement to dividends	32
107.	Calls or debts may be deducted from dividends	32
108.	Payment of dividends in specie.....	32
109.	Method of payment	32
110.	Dividends not to bear interest	33
111.	Unclaimed dividends	33
112.	Inspection of accounts.....	33
113.	Capitalisation	33

114.	Provision for employees on cessation of business.....	34
115.	Form of notices and communications by the Company.....	34
116.	Deemed delivery where notice or communication sent by post	34
117.	Deemed delivery where notice or communication sent by electronic means	34
118.	Deemed delivery where notice or communication sent by website.....	35
119.	Deemed delivery where notice or communication served or delivered.....	35
120.	Deemed receipt where present at the meeting	35
121.	Notice binding on transferees etc.....	35
122.	Notice in case of entitlement by transmission	35
123.	Winding up of the Company.....	35
124.	Indemnity of officers and funding directors' defence costs	36
125.	Power to purchase insurance.....	37

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

SESAME BANKHALL VALUATION SERVICES LIMITED (the "Company")

(Adopted by special written resolution passed on 22 January 2022)

PRELIMINARY

1. **Interpretation**

1.1 In these articles, unless the context otherwise requires:

"A Director" means a Director appointed by the A Shareholder(s) under article 83;

"A Shareholder" means a holder of an A Share;

"A Shares" means the A ordinary shares of £1 each in the capital of the Company;

"Act" means the Companies Act 2006;

"articles" means the articles of the Company;

"Associate" means:

(a) (in relation to an individual):

(i) a relative that is that individual's issue, step-child, spouse, civil partner, brother, sister or parent; and

(ii) an undertaking which is, or may be, directly or indirectly controlled (within the meaning given in section 1124 Corporation Tax Act 2010)

by that individual or a relative (as defined in (i) above) of that individual, or by two or more of them; and

- (b) (in relation to an undertaking) a subsidiary undertaking or parent undertaking of that undertaking, and any other subsidiary undertaking of any parent undertaking of that undertaking

in each case from time to time.

“Associated Company” means a company or other body corporate which is (or where the context admits, was at any relevant time) associated with the Company for the purposes of section 256 of the Act;

“B Director” means a Director appointed by the B Shareholder(s) under article 84;

“B Shareholder” means a holder of a B Share;

“B Shares” means the B ordinary shares of £1 each in the capital of the Company;

“Board” means the board of Directors of the Company;

“Business Day” means a day (other than a Saturday or Sunday) on which the clearing banks in the City of London are open for business;

“Capital Funding Rate” means a compound annual interest rate equal to the prevailing three month LIBOR sterling rate plus 1000 basis points;

“clear days” means, in relation to the period of 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;

“Control” in relation a body corporate means the ability of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the voting rights in that body corporate;

“Director” means a director of the Company or, if the context requires, a director of a subsidiary undertaking of the Company, including, where applicable, his alternate director;

“Disposal” includes, without limitation:

- (a) sale, assignment or transfer;
- (b) creating or permitting to subsist any pledge, charge, mortgage, lien or other security interest or encumbrance;
- (c) creating any trust or conferring any interest;
- (d) any agreement, arrangement or understanding in respect of votes or the right to receive dividends;

- (e) the renunciation or assignment of any right to receive a share or any legal or beneficial interest in a Share;
- (f) any agreement to do any of the above, except an agreement to transfer Shares which is conditional on compliance with these Articles; and
- (g) the transmission of a Share by operation of law.

"encumbrance" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off, option or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect;

"executed" means any mode of execution;

"group company" means a subsidiary undertaking or parent undertaking of the Company, or a subsidiary undertaking of any parent undertaking of the Company;

"holder" means, in relation to a share, the member whose name is entered in the register of members as the holder of that share;

"in writing" means in hard copy form or, to the extent permitted by the Act, in any other form;

"office" means the registered office of the Company;

"qualifying person" means an individual who is a member of the Company, a person authorised under section 323 of the Act to act as the representative of a corporation in relation to a meeting or a person appointed as proxy of a member in relation to the meeting;

"seal" means the common seal of the Company;

"secretary" means the secretary of the Company (if any) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"Share" means any A Share or any B Share;

"Shareholder" means any holder of A Shares or B Shares;

"Statutes" means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts;

"United Kingdom" means Great Britain and Northern Ireland.

- 1.2 Unless the context otherwise requires, words and expressions to which a particular meaning is given by the Act and/or the Statutes, as in force when the articles are adopted,

shall have the same meaning in the articles, except where the word or expression is otherwise defined in the articles.

- 1.3 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special resolution is also effective for that purpose.
- 1.4 References to any statutory provision or statute include all modifications thereto and all re-enactments thereof (with or without modification) and all subordinate legislation made thereunder in each case for the time being in force. This article does not affect the interpretation of article 1.2.
- 1.5 Any reference to:
 - (a) a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
 - (b) an individual includes, where appropriate, his personal representatives;
 - (c) the singular includes the plural and vice versa; and
 - (d) one gender includes all genders.
- 1.6 A member is "present" at a meeting if the member (being an individual) attends in person or if the member (being a corporation) attends by its duly authorised representative, who attends in person, or if the member attends by his or its duly appointed proxy, who attends in person.
- 1.7 The *ejusdem generis* principle of construction shall not apply. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.
- 1.8 The headings in the articles do not affect their interpretation or construction.

2. Model articles or regulations not to apply

No model articles or regulations contained in any statute or subordinate legislation, including the regulations contained in Table A in the schedule to the Companies (Table A to F) Regulations 1985, apply as the regulations or articles of association of the Company.

LIABILITY OF MEMBERS

3. Limited liability

The liability of the members of the Company is limited to the amount, if any, unpaid on the shares held by them.

PRIVATE COMPANY

4. Private company status

The Company is a private company limited by shares and accordingly any offer to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

5. General

5.1 The share capital at the date of adoption of the articles is £1,000, divided into 750 A Shares and 250 B Shares. The A Shares and the B Shares constitute different classes of shares but, except as expressly provided in the articles, rank *pari passu*.

5.2 The issued share capital of the Company shall always consist of A Shares and B Shares in the proportions seventy five to twenty five. Unissued A Shares and B Shares shall be issued in these proportions. A Shares shall only be issued to an existing holder of A Shares and B Shares shall only be issued to an existing holder of B Shares.

5.3 Shares may only be issued as fully paid.

6. Pre-emption rights

The pre-emption provisions of sections 561 and 562 of the Act do not apply to an allotment of the Company's equity securities.

7. Power to attach rights

Subject to the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine.

8. Redeemable shares

Subject to the Act, the directors may determine the terms, conditions and manner of redemption of any redeemable shares.

9. Commission

The Company may exercise the powers of paying commissions conferred by the Act. Subject to the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully paid or partly paid shares or partly in one way and partly in the other.

10. Trusts not recognised

Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety of that share in the holder.

SHARE CERTIFICATES

11. **Right to certificate**

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) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be issued under the seal, which may be affixed or printed on it, or shall be signed by two directors of the Company or by a director and the secretary of the Company or by one director in the presence of a witness who attests his signature, or shall be issued in such other manner as the directors may approve and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

12. **Replacement certificate**

If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

LIEN

13. **Company's lien on shares not fully paid**

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

14. **Enforcement of lien by sale**

The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum 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 to 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 shares may be sold.

15. **Procedure on transfer**

To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

16. Application of proceeds of sale

The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum 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 shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

17. Application of lien

The lien conferred by articles 13 – 16 (inclusive) attaches to all shares, whether fully paid or not, registered in the name of a person indebted or under liability to the Company, whether it is the sole holder of the shares or one of two or more joint holders, and the lien shall extend to all distributions and other money and property attributable to them. The lien shall be for all sums presently payable to the Company by it or (in the case of an individual) by his estate.

CALLS ON SHARES AND FORFEITURE

18. Calls

Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys 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 any sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or 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.

19. Time of call

A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

20. Joint holders

The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.

21. Interest on calls

If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, five per cent. per annum, but the directors may waive payment of the interest wholly or in part.

22. Amounts due on allotment treated as calls

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 when due all the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.

23. Power to differentiate

Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

24. Notice if call not paid

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 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.

25. Forfeiture for non-compliance

If the notice is not complied with any share 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 dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

26. Disposal of forfeited shares

Subject to the Act, 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 a sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

27. Arrears to be paid notwithstanding forfeiture

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 moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, five per cent. per annum from the date of forfeiture until payment but the directors may waive payment wholly 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.

28. Proof of forfeiture

A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration 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 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 or disposal of the share.

TRANSFER OF SHARES

29. Restrictions on transfer of shares

29.1 No Disposal of any Share or any legal or beneficial interest in a Share shall be permitted except a transfer of the entire legal and beneficial interest in the Share which is expressly permitted by the articles and any purported transfer in breach of this article shall be of no effect.

29.2 Except in accordance with article 30 (*Permitted transfers*), no A Share shall be transferred unless all the A Shares are transferred concurrently to the same transferee and no B Share shall be transferred unless all the B Shares are transferred concurrently to the same transferee.

29.3 References in article 29.1 and 29.2 to a transfer of any share includes a transfer or grant of any interest in any share or of any right attaching to any share, whether by way of sale, gift, holding on trust, charge, mortgage or pledge, or in any other way, and whether at law or in equity, and also includes an agreement to make any such transfer or grant or to exercise the voting rights attaching to a share at the direction of any third party.

29.4 No right to subscribe for, or convert any security into, a Share shall be allotted or issued except with the prior written consent of each of the Shareholders.

30. Permitted transfers

30.1 Subject to article 29, a transfer of any Share may be made at any time in each of the following cases:

- (a) to any other company in the same group company (a “group company Transferee”), provided that the Shares are transferred before the group company Transferee ceases to be a member of that group company;
- (b) a transfer to a member holding Shares of the same class as those the subject of the transfer; or
- (c) with the prior written consent of all the members for the time being of the Company.

30.2 To ascertain whether a proposed transferee is a permitted transferee, the Directors nominated by the holders of the Shares of the other class of Shares to be transferred

may require the transferor or the transferee to provide such information as they reasonably specify.

- 30.3 The Directors may refuse to register a transfer which purports to be a permitted transfer so long as replies which are reasonably satisfactory in relation to a request for information under Article 30.2 have not been received.
- 30.4 Transfers of some but not all of the A Shares or the B Shares held by a Shareholder to a group company transferee shall only be permitted with the prior written consent of the other Shareholder and the Company shall not register a transfer in breach of this Article 30.
- 31. Transfers of Shares to third parties**
- 31.1 Neither Shareholder shall be entitled to transfer its Shares other than a transfer of the entire legal and beneficial interest in all of the Shares held by that Shareholder in accordance with this article 31 or Article 30 (*Permitted transfers*) (or with the prior written consent of the other Shareholder(s)).
- 31.2 Before any Shares are transferred to a third party, the party wishing to transfer its shares ("Seller") shall give an irrevocable notice ("Transfer Notice") to the other party ("Continuing Shareholder") of the details of the proposed transfer including:
- (a) informing the Continuing Shareholder of the proposed transfer of the Shares then held by the Seller ("Offered Shares");
 - (b) state the identity of the person(s) who has expressed an interest in acquiring the Offered Shares;
 - (c) state the price (which shall be in cash) and other terms ("Offered Share Terms") on which the Offered Shares are proposed to be transferred to that person; and
 - (d) contain an offer to sell the Offered Shares, free of all mortgages, charges and encumbrances and from all rights exercisable by or claims by third party and with all rights attaching to them, to the Continuing Shareholder on the Offered Share Terms which shall be open for acceptance for at least 20 Business Days.
- 31.3 The Transfer Notice shall only be revocable with the consent in writing of the Continuing Shareholder and if it is revoked:
- (a) no further Transfer Notice shall be given by the Seller within 12 months after the date on which the Transfer Notice is revoked; and
 - (b) the remaining provision of this Article shall cease to apply in relation to the revoked Transfer Notice.
- 31.4 If the offer contained in the Transfer Notice is accepted, the sale and purchase of the Offered Shares to the Continuing Shareholder shall be completed subject to and in accordance with article 32 at such time (not being less than two hours nor more than 20 Business Days after the date of acceptance) and place as shall be specified in the acceptance.

- 31.5 Where the Continuing Shareholder is the holder of the A Shares, if at the expiry of the 20 Business Day period specified in article 31.2, the Continuing Shareholder has not notified the Seller that it wants to buy the Shares held by the Seller, the Seller may transfer all its Shares in the Company to the buyer or buyers identified in the Transfer Notice (but not otherwise) , provided that:
- (a) the entire legal and beneficial interest in all of the Shares is transferred;
 - (b) the third party offer is a bona fide arm's length offer made by a person who is not an Associate of, or Controlled by, the Seller or any member of its group company;
 - (c) the price is not less than the price set out in the Transfer Notice and is not subject to any rebate, allowance or deduction whatsoever;
 - (d) the other terms of sale to the third party are not more favourable to the third party than the Offered Share Terms;
 - (e) there are no collateral arrangements which make the arrangement more favourable to the third party than the Offered Share Terms;
 - (f) the transfer takes place within 20 Business Days of the last date for acceptance of the offer contained in the Transfer Notice;
 - (g) the Seller and the proposed transferee each provide to the Continuing Shareholder any information and evidence requested in writing for the purposes of determining whether the transfer to the proposed transferee complies with the terms of this article 31.5; and
 - (h) the Continuing Shareholder give its prior written consent to the transfer of those Shares to such buyer or buyers.
- 31.6 Where the Continuing Shareholder is the holder of the B Shares, the A Shares may be transferred to any third party named in the Transfer Notice as having expressed an interest in the A Shares, provided that:
- (a) the proposed third party transferee has also made or procured to be made an irrevocable offer (expressed to be open for acceptance for at least 30 Business Days) to purchase all the B Shares held by the B Shareholder or any group company Transferee of the B Shareholder (as the case may be) at a price per Share equal to the price set out in the Transfer Notice (the "Tag Offer") and that such B Shares shall be transferred free of all mortgages, charges and other encumbrances and from all rights exercisable by or claims by a third party and with all rights attaching thereto;
 - (b) the entire legal and beneficial interest in all of the A Shares is transferred;
 - (c) the third party offer is a bona fide arm's length offer made by a person who is not an Associate of, or Controlled by, the holder of the A Shares or any member of its group company;

- (d) the price is not less than the price set out in the Transfer Notice and is not subject to any rebate, allowance or deduction whatsoever;
 - (e) the other terms of sale of the A Shares to the third party are not more favourable (to the third party) than the Offered Share Terms; and
 - (f) the holder of the A Shares and the proposed transferee shall each provide to the Continuing Shareholder any information and evidence requested in writing for the purposes of determining whether the transfer to the proposed transferee complies with the terms of this article 31.6.
- 31.7 If the B Shareholder (or its group company transferee, as the case may be) does not accept the Tag Offer during the period in which it is open for acceptance, the A Shareholder shall be entitled (but not obliged) to require the B Shareholder (or its Group company Transferee, as the case may be) to sell all of its legal and beneficial interest in the B Shares to the proposed third party transferee on the terms of the Tag Offer free from all mortgages, charges and encumbrances and from all rights exercisable by or claims by a third party and with all rights attaching thereto and the B Shareholder irrevocably and unconditionally (and by way of security for the performance of its obligations under this article 31.7) irrevocably appoints any director of the A Shareholder to be its attorney to approve, execute (as a deed or otherwise) and deliver all such documents and do all such acts and things in its name or otherwise and on its behalf as the attorney shall in its absolute discretion deem necessary for the purpose of giving effect to such transfer of Shares to the proposed third party transferee.
- 31.8 The B Shareholder undertakes to ratify whatever the attorney does or lawfully causes to be done under the authority or purported authority of the power of attorney contained in article 31.7 and to indemnify and keep such attorney indemnified from all claims, costs, expenses, damages and losses which the attorney may suffer as a result of the lawful exercise by him of the powers conferred on him under the power of attorney.
- 31.9 The provisions of this article 31 (*Transfer of Shares to Third Parties*), shall not apply where the transfer which would otherwise cause this article to apply is made by the Seller under article 30 (*Permitted transfers*).
- 32. Completion of Share Transfers**
- 32.1 On completion of any transfer of Shares from one Shareholder to another under the articles:
- (a) the selling Shareholder shall deliver to the buying Shareholder a duly executed transfer in favour of the buying Shareholder together with the certificate representing the relevant Shares and a power of attorney in a form and in favour of a person nominated by the buying Shareholder, so as to enable the buying Shareholder, pending registration, to exercise all rights of ownership in relation to the Shares transferred to it including without limitation, voting rights;
 - (b) the buying Shareholder shall pay the aggregate transfer price in respect of the relevant Shares to the selling Shareholder in cash by electronic transfer of funds for value on the date of completion or in such other manner as may be agreed by the selling Shareholder and the buying Shareholder before completion; and

- (c) the selling Shareholder shall do all such other acts and/or execute all such other documents in a form satisfactory to the buying Shareholder as the buying Shareholder may reasonably require to give effect to the transfer of Shares to it including delivering any consent or waiver required to enable the transfer of legal and beneficial title to the Shares to be effected and paying any applicable stamp duty.
- 32.2 Each Shareholder irrevocably and unconditionally (and by way of security for the performance of its obligations) appoints any Director to be its attorney to approve, execute (as a deed or otherwise) and deliver all such documents and do all such acts and things in its name or otherwise and on its behalf as the attorney shall in its absolute discretion deem necessary for the purpose of giving effect to any transfer of Shares.
- 32.3 If a transfer of Shares is executed on behalf of a Shareholder under the power of attorney in article 32.2:
 - (a) the Company may receive the purchase money on trust for that Shareholder and the receipt by the Company of the purchase money for the Shares shall be a good discharge of the relevant purchaser's obligations to pay the purchase money and the purchaser shall not be bound to see to the application of the purchase money;
 - (b) the Company shall, subject to the instrument of transfer being duly stamped (if applicable), cause the transferee's name to be entered into the register of members of the Company as the holder of the relevant Shares; and
 - (c) once registration has taken place in purported exercise of the power contained in this article 32.3, the validity of the proceedings shall not be questioned by any person.
- 32.4 The Company shall hold any purchase money received on terms that it is not to be bound to earn or pay interest on such monies.
- 32.5 Each Shareholder undertakes to ratify whatever the attorney does or lawfully causes to be done under the authority or purported authority of the power of attorney contained in article 32.2 and to indemnify and keep such attorney indemnified from all claims, costs, expenses, damages and losses which the attorney may suffer as a result of the lawful exercise by him of the powers conferred on him under the power of attorney.
- 32.6 If the buying Shareholder fails to pay the purchase price in full to the selling Shareholder on the relevant completion date, interest will accrue on the amount unpaid from the completion date until the date of payment at the Capital Funding Rate.
- 33. **Method of transfer**

The instrument of transfer of a share may be 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, unless the share is fully paid, by or on behalf of the transferee.

34. Right to refuse registration

The directors may, in their absolute discretion, refuse to register the transfer of a share to any person, whether or not it is a fully paid share or a share on which the Company has a lien.

35. Procedure on refusal to register

If the directors refuse to register a transfer of a share, they shall as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal together with their reasons for the refusal.

36. No fee on registration

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.

37. Retention of instrument of transfer

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 shall be returned to the person lodging it when notice of the refusal is given.

TRANSMISSION OF SHARES

38. On death

If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing in the articles shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

39. Election of person entitled on transmission

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 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.

40. Rights on transmission

A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall 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 meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

FRACTIONS OF SHARES

41. Fractions

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 the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the Act, the Company) and distribute the net proceeds of sale 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 in or invalidity of the proceedings in reference to the sale.

COMPANY NAME

42. Change of Company name

Subject to the Act, the directors may by resolution change the name of the Company.

GENERAL MEETINGS

43. Convening of general meetings

The directors may call general meetings and, on the requirement of members pursuant to the Act, shall call a general meeting (i) within 21 days from the date on which the directors become subject to the requirement, and (ii) to be held on a date not more than 28 days after the date of the notice convening the meeting.

44. Convening of general meetings where insufficient directors

If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member may call a general meeting.

NOTICE OF GENERAL MEETINGS

45. Length of notice

A general meeting (other than an adjourned meeting) shall be called by notice of at least 14 clear days. A general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent. in nominal value of the shares giving that right.

46. Form of notice

The notice shall specify the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting. If the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution

as a special resolution shall also be specified. The notice of meeting shall also specify, with reasonable prominence, the member's rights to appoint one or more proxies under section 324 of the Act.

47. Entitlement to receive notice

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all the persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

48. Omission to send notice

The accidental omission to give notice of a general meeting or to send, supply or make available any document or information relating to a meeting to, or the non-receipt of any such notice, document or information by, a person entitled to receive any such notice, document or information shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

49. Quorum

49.1 No business shall be transacted at a general meeting unless a quorum is present. The quorum is one A Shareholder and one B Shareholder, present in person or by proxy or by a duly authorised corporate representative.

49.2 The chairman of the board shall preside at every general meeting at which he is present but he shall not have a second or casting vote. If the chairman is unable to attend a general meeting the member which nominated him shall be entitled to nominate another Director to act as chairman in his place at the meeting.

49.3 If a quorum is not present within half an hour from the time set for a meeting of the members or if during the meeting a quorum ceases to be present, the Company shall immediately give written notice to the Shareholders and the meeting shall be adjourned to five Business Days after the date set for the meeting at the same time and place or, if the meeting has been called to consider any matter which the Chairman has indicated requires to be resolved more urgently, such shorter period (not being less than 48 hours unless an A Shareholder and a B Shareholder agree otherwise) as may be decided by the Chairman. If at the adjourned meeting a quorum is not present within half an hour from the time set for the meeting or if during the meeting a quorum ceases to be present the meeting shall be further adjourned in accordance with the provisions of this article. If at such further adjourned meeting a quorum is not present within half an hour from the time set for the meeting or if during the meeting a quorum ceases to be present, any one Shareholder who is present shall constitute a quorum.

50. If any holder of shares is not present in person or by proxy at any meeting, the votes exercisable on a poll in respect of all of the shares of the same class held by the members present in person or by proxy at that meeting shall be increased (fractions of a vote by any member being permitted) so that those shares collectively entitle such members of that class to the same aggregate number of votes as could have been cast

in respect of all shares of that class if all the holders of those shares were present at the meeting.

51. If there is a difference between the holders of a class of shares as to how their votes shall be cast, it shall be resolved at a class meeting of the class of shares involved. A holder of the shares on a show of hands shall have one vote and on a poll shall have one vote for each share of the class which he holds.

52. Telephone general meetings

- 52.1 A member may be present at and participate in a general meeting through the medium of conference telephone, video teleconference or other form of communications equipment, provided that each member present is able to:

52.1.1 participate in the business for which the meeting has been convened;

52.1.2 hear all persons present who speak; and

52.1.3 be heard by all other persons present in the same way.

A member present at and participating in the meeting in such a manner shall be counted in the quorum. Subject to the Act, all business transacted this way shall be deemed to be validly and effectively transacted at a general meeting although fewer than two members are physically present at the same place. A meeting held in this way is deemed to take place where the largest group of those participating is assembled or, if there is no such group, at the place from where the chairman of the meeting participates. A resolution put to the vote of such a meeting shall be decided by each member present indicating to the chairman (in such manner as the chairman may direct) whether he votes in favour of or against the resolution, or abstains.

53. Chairman

The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the 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 to be chairman and, if there is only one director present and willing to act, he shall be chairman.

54. Members and proxies as chairman

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 and proxies present and entitled to vote shall choose one of their number to be chairman.

55. Right of directors to attend and speak

A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.

56. Adjournment

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 and 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 14 days or more, at least seven clear days' notice shall be given specifying the 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 any such notice.

57. Method of voting

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 Act, a poll may be demanded:

- (a) by the chairman; or
- (b) by any member present and entitled to vote.

58. Chairman's declaration

Unless a poll is duly demanded, a declaration by the chairman that a resolution has or has not been passed or has or has not been passed by a particular majority 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. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with section 355 of the Act is also conclusive evidence of that fact without such proof.

59. Withdrawal of demand for a poll

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.

60. Procedure on a poll

A poll shall be taken in such manner as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time, date and place 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.

61. Timing of a poll

A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chairman directs not being more than 30 days after the poll is demanded. 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.

62. Notice of a poll

No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

63. Resolutions in writing

A resolution of the members (or of a class of members) of the Company may be passed as a written resolution in accordance with the Act.

VOTES OF MEMBERS

64. Votes of members

Subject to any rights or restrictions attached to any shares, on a vote on a resolution on a poll taken at a meeting, every member present and entitled to vote on the resolution has one vote in respect of each share held by him.

65. Joint holders

In the case of joint holders of a share, only the vote of the senior holder who votes (and any proxy duly authorised by him) may be counted by the Company. For the purposes of this article, the senior holder of a share is determined by the order in which the names of the joint holders appear in the register of members.

66. Voting in case of mental disorder

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 the articles for the deposit or delivery of forms of appointment of a proxy, or in any other manner specified in the articles for the appointment of a proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

67. Restriction on voting rights for unpaid calls etc.

No member shall, unless the directors otherwise determine, be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

68. Objections to voting

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

69. Voting by proxy

A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a meeting or meetings of the Company. Unless the contrary is stated in it, the appointment of a proxy shall be deemed to confer authority to exercise all such rights, as the proxy thinks fit. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member. Deposit or delivery of a form of appointment of a proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it.

70. Appointment of proxy

Subject as set out herein, an instrument appointing a proxy shall be 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 appointor save that, subject to the Act, the directors may accept the appointment of a proxy received by electronic means at an address specified for such purpose, on such terms and subject to such conditions as they consider fit. The directors may require the production of any evidence which they consider necessary to determine the validity of any appointment pursuant to this article.

71. Form of appointment of proxy

The form of appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors shall be:

- (a) in the case of an instrument of proxy in hard copy form, left at or sent by post to the office or such other place within the United Kingdom as is specified in the notice convening the meeting or in the form of appointment of proxy sent out by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;
- (b) in the case of an appointment of a proxy sent by electronic means, where the Company has given an electronic address:
 - (i) in the notice calling the meeting;
 - (ii) in an instrument of proxy sent out by the Company in relation to the meeting; or
 - (iii) in an invitation to appoint a proxy issued by the Company in relation to the meeting,

received at such address at any time before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;

- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or delivered as required by paragraphs (a) or (b) of this article after the poll has been demanded and at any time before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

and a form of appointment of proxy which is not deposited or delivered in accordance with this article is invalid.

72. Validity of actions by proxy or representative of a corporation

72.1 The Company is not obliged to verify that a proxy or representative of a corporation has acted in accordance with the terms of his appointment and any failure to so act in accordance with the terms of his appointment shall not affect the validity of any proceedings at a meeting of the Company.

72.2 The termination of the authority of a person to act as proxy or as the duly authorised representative of a member which is a corporation does not affect whether he counts in deciding whether there is a quorum at a meeting, the validity of anything he does as chairman of a meeting, the validity of a poll demanded by him at a meeting, or the validity of a vote given by that person unless notice of the termination was received by the Company at the office or, in the case of a proxy, any other place specified for delivery or receipt of the form of appointment of proxy or, where the appointment of a proxy was sent by electronic means, at the address at which the form of appointment was received, before the commencement of the relevant meeting or adjourned meeting or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

73. Corporate representatives

In accordance with the Act, a corporation which is a member may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative or representatives at any meeting of the Company (a "**representative**"). A director, the secretary or other person authorised for the purpose by the secretary may require a representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

ALTERNATE DIRECTORS

74. Appointment of alternate director

Any Director (other than an alternate director) may appoint as his alternate any person willing to act who is approved for that purpose by the member(s) that appointed him and may terminate the appointment. An alternate director shall be entitled to receive notice of all meetings of the Directors. In the absence of the director appointing him,

an alternate director shall (in addition to any voting rights to which he is entitled if he is also a Director) be entitled to the same attendance and voting rights as his appointor and shall be treated as if he were appointed by the member who appointed his appointor.

75. Participation in board meetings

An alternate director shall, whether or not he is absent from the United Kingdom, be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member. An alternate director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively. Notice of a board meeting is deemed to be duly given to an alternate director if it is given to him personally or by word of mouth or by electronic means to an address given by him to the Company for that purpose or sent in writing to him at his last known address or another address given by him to the Company for that purpose. An alternate director shall be entitled to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.

76. Revocation when appointor ceases to be a director

An alternate director shall cease to be an alternate director if his appointor ceases to be a director.

77. Appointment or removal of alternate director by notice

Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors. Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the directors.

78. Responsibility

Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

79. Other

- 79.1** The provisions of article 125 relating to indemnity shall apply to an alternate director to the same extent as to a Director.

POWERS OF DIRECTORS

80. Powers of the board

Subject to the Act, the articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the 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 the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

81. Agents

The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF DIRECTORS' POWERS

82. Delegation to committees and executive directors

The directors may delegate any of their powers, authorities and discretions to a committee consisting of one or more persons (whether a director or not) as they think fit. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of the articles regulating the proceedings of directors so far as they are capable of applying. Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee. Save in the circumstance where the exercise of a power, authority or discretion has been delegated to one director / person, the entirety of this article 82 is subject to article 95.

APPOINTMENT AND REMOVAL OF DIRECTORS

- 83. Only the A Shareholder(s) may appoint up to four persons as A Directors.
- 84. Only the B Shareholder(s) may appoint up to three persons as B Directors.
- 85. An appointment of a Director under article 83 or 84 is effected by giving notice in writing to the Company and shall take effect on receipt, or if later, from the date and time stated in the notice.
- 86. No Director will be appointed, removed or replaced except in accordance with the Statutes or this Article.
- 87. Neither the Company in general meeting nor the Directors have any power to fill a vacancy in the number of Directors.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

88. Vacation of office by director

The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director;
- (d) he resigns his office by notice to the Company;
- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) shall not during such period have attended any such meetings instead of him, and the directors resolve that his office be vacated;
- (f) he is removed from office by notice addressed to him at his last known address and signed by all his co-directors; or
- (g) he is removed from office by notice given under article 88(f).

REMUNERATION OF DIRECTORS

89. **Remuneration**

The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' APPOINTMENTS AND INTERESTS

90. **Remuneration of executive directors**

Subject to the Act, 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 may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall determine if he ceases to be a director unless:

- (a) the terms of his appointment provide otherwise; or
- (b) the directors resolve otherwise, the director concerned and any alternate appointed by him being excluded from voting

but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.

91. **Directors' interests**

Group companies

91.1 A director shall be authorised for the purposes of section 175 of the Act to act or continue to act as a director of the Company notwithstanding that at the time of his appointment or subsequently he also:

91.1.1 holds office as a director of any other group company;

91.1.2 holds any other office or employment with any other group company;

91.1.3 participates in any scheme, transaction or arrangement for the benefit of the employees or former employees of the Company or any other group company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme); or

91.1.4 is interested directly or indirectly in any shares or debentures (or any rights to acquire shares or debentures) in the Company or any other group company.

Directors' interests other than in relation to transactions or arrangements with the Company - authorisation under section 175 of the Act

91.2 The directors may authorise any matter proposed to it which would, if not so authorised, involve a breach of duty by a director under section 175 of the Act.

91.3 Any authorisation under article 91.2 will be effective only if:

91.3.1 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other director interested in the matter under consideration; and

91.3.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

91.4 The directors may give any authorisation under article 91.2 upon such terms as it thinks fit. The directors may vary or terminate any such authorisation at any time.

91.5 For the purposes of this article 91, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

Confidential information and attendance at board meetings

91.6 A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. In particular the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act if he:

91.6.1 fails to disclose any such information to the directors or to any director or other officer or employee of the Company; or

91.6.2 does not use or apply any such information in performing his duties as a director of the Company.

However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this article 91.6 applies only if the existence of that relationship has been authorised pursuant to article 91.1, authorised by the directors pursuant to article 91.2 or authorised by the members (subject, in any such case, to any terms upon which such authorisation was given).

91.7 Where the existence of a director's relationship with another person has been authorised pursuant to article 91.1, authorised by the directors pursuant to article 91.2 or authorised by the members and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act if at his discretion or at the request or direction of the directors or any committee of directors he:

91.7.1 absents himself from a meeting of directors or a committee of directors 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; or

91.7.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by or on behalf of the Company or for such documents and information to be received and read by a professional adviser on his behalf,

for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.

91.8 The provisions of articles 91.6 and 91.7 are without prejudice to any equitable principle or rule of law which may excuse the director from:

91.8.1 disclosing information, in circumstances where disclosure would otherwise be required under these articles; or

91.8.2 attending meetings or discussions or receiving documents and information as referred to in article 91.7, in circumstances where such attendance or receiving such documents and information would otherwise be required under these articles.

Declaration of interests in proposed or existing transactions or arrangements with the Company

91.9 A director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement.

91.10 A director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable, unless the interest has already been declared under article 91.9.

91.11 Any declaration required by article 91.9 may (but need not) be made at a meeting of the directors or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act. Any declaration required by article 91.10 must be made at a meeting of the directors or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act.

91.12 If a declaration made under article 91.9 or 91.10 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under article 91.9 or 91.10, as appropriate.

91.13 A director need not declare an interest under this article 911:

91.13.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

91.13.2 if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware);

91.13.3 if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the directors or by a committee of the directors appointed for the purpose under these articles; or

91.13.4 if the director is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware).

Ability to enter into transactions and arrangements with the Company notwithstanding interest

91.14 Subject to the provisions of the Act and provided that he has declared the nature and extent of any direct or indirect interest of his in accordance with this article 911 or where article 91.13 applies and no declaration of interest is required or where article 91.1 applies, a director notwithstanding his office:

91.14.1 may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;

91.14.2 may act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor), and in any such case on such terms as to remuneration and otherwise as the directors may decide; or

91.14.3 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise be interested in, any body corporate in which the Company is directly or indirectly interested.

Remuneration and benefits

91.15 A director shall not, by reason of his office, be accountable to the Company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:

91.15.1 the acceptance, entry into or existence of which has been authorised pursuant to article 91.1, authorised by the directors pursuant to article 91.2 or authorised by the members (subject, in any such case, to any terms upon which such authorisation was given); or

91.15.2 which he is permitted to hold or enter into pursuant to article 91.14 or otherwise pursuant to these articles,

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act. No transaction or arrangement authorised or permitted pursuant to article 91.1, 91.2 or 91.14 or otherwise pursuant to these articles shall be liable to be avoided on the ground of any such interest or benefit.

92. Interests of alternate directors

For the purposes of article 911, in relation to an alternate director, the interest of his appointor is treated as the interest of the alternate director in addition to any interest which the alternate director otherwise has. Article 911 applies to an alternate director as if he were a director otherwise appointed.

DIRECTORS' GRATUITIES AND PENSIONS

93. Directors' pensions and other benefits

The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director 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 group company or a predecessor in business of the Company or of any such group company, 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.

PROCEEDINGS OF DIRECTORS

94. Board meetings

94.1 Subject to the provisions of the articles, the Directors may regulate their proceedings as they think fit.

94.2 The Board shall be responsible for the overall direction, supervision and management of the Company.

94.3 Decisions of the Board or any committee to which the Directors delegate any of their powers shall be decided by simple majority vote and each A Director and each B Director shall have two votes each, provided that if there are fewer than four A Directors present (or represented by an alternate) at any meeting of the Board, then the number of votes of the A Director(s) who are present (or represented by an alternate) at that meeting shall be increased to eight in aggregate. If there are fewer than three B Directors present (or represented by an alternate) at any meeting of the Board, then the number of votes of the B Director(s) who are present (or represented by an alternate) at that meeting shall be increased to six in aggregate.

95. Quorum

- 95.1 Subject to article 95.2, the quorum for the transaction of the business of the Directors or of any committee to which the Directors delegate any of their powers is one A Director and one B Director. A person who holds office only as an alternate director, if his appointor is not present, shall be counted in the quorum.
- 95.2 If a quorum is not present within half an hour from the time set for a meeting of the Board or of any committee to which the Directors delegate any of their powers or if during such meeting a quorum ceases to be present, the Company shall immediately give written notice to the Shareholders and such meeting shall be adjourned to five Business Days after the date set for the meeting at the same time and place or, if such meeting has been called to consider any matter which the Chairman has indicated requires to be resolved more urgently, such shorter period (not being less than 48 hours unless an A Director and a B Director agree otherwise) as may be decided by the Chairman. If at such adjourned meeting a quorum is not present within half an hour from the time set for the meeting or if during such meeting a quorum ceases to be present the meeting shall be further adjourned in accordance with the provisions of this Article. If at such further adjourned meeting a quorum is not present within half an hour from the time set for the meeting or if during the meeting a quorum ceases to be present, any two Directors who are present shall constitute a quorum.

96. Chairman of board

The chairman of the board shall be an A Director chosen by the A Shareholder. Unless he is unwilling to do so, the chairman shall preside at every meeting of the Directors and of committees of Directors at which he is present but he shall not have a second or casting vote. If the chairman is unable to attend a meeting of the Directors the member which nominated him shall be entitled to nominate another Director to act as chairman in his place at the meeting.

97. Calling a Directors' meeting

- 97.1 A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. No meeting may be convened on less than five Business Days notice unless the Chairman considers that the matters to be discussed are urgent (in which case the meeting may be called at not less than 48 hours' notice unless an A Director and a B Director agree otherwise).
- 97.2 Meetings of the Board shall be held monthly and shall be held within the United Kingdom.
- 97.3 Notice of a Board meeting shall be given to each Director and shall be deemed to be properly given to a Director if it is given to him personally or verbally or sent in hard copy form to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may request to the board that notices of board meetings shall during his absence be sent in hard copy or electronic form to him (or to his alternate) at an address given by him to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to any Director who is for the

time being absent from the United Kingdom. A Director may waive notice of any meeting either prospectively or retrospectively.

97.4 Directors or, if appropriate, their alternates may participate in or hold a meeting of Directors or of a committee of Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the Directors or (as the case may be) of a committee of the Directors duly convened and held with such Directors physically present.

97.5 The notice of a meeting of the Directors or of a committee of the Directors shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting and shall be distributed in advance of the meeting to all Directors to ensure they have adequate time to review them. The agenda shall include any item which a Director requests the secretary to include in it. No other business shall be discussed at the meeting unless all the Directors present otherwise agree. At an adjourned meeting, only business which was specified in the agenda for the original meeting and remains unfinished shall be discussed.

98. **Validity of proceedings of board or committee**

All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall be valid notwithstanding that it is afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had ceased to hold office, or were not entitled to vote on the matter in question.

99. **Resolution in writing**

A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors, who would have been entitled to vote on the resolution at the meeting and not being less than a quorum, shall be as valid and effectual as if it has been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. The resolution may consist of several documents in the like form each signed by one or more directors. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

100. **Voting**

100.1 Without prejudice to the obligation of a director to disclose his interest in accordance with article 91, a director may vote at any meeting of directors or of a committee of directors on any resolution concerning a matter in relation to which he has, directly or indirectly, an interest or duty, subject always to article 91.3 and the terms on which any such authorisation is given. Subject to the foregoing, the relevant director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.

- 100.2 A Director shall be entitled to disclose to the member who appoints him any information relating to the Company or its business which he has obtained in his capacity as a Director but if any such information is confidential it shall not be disclosed by the member to any third party without the prior authority of the Directors. In so far as the information (to be disclosed under this article 100.2) contains personal data, the Director shall comply with all applicable data protection legislation and regulations (including but not limited to the Data Protection Act 2018) when making any disclosures under this article 100.2.

SECRETARY

101. Secretary

Subject to the Act, the secretary (if any) shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by the directors.

MINUTES AND RESOLUTIONS

102. Records of proceedings

- 102.1 The directors shall cause minutes to be made in books kept for the purpose of all proceedings of general meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.
- 102.2 The Company shall keep records comprising copies of all resolutions of members passed otherwise than at general meetings and of details provided to the Company of decisions taken by a sole member.
- 102.3 The directors shall cause records to be made in books kept for the purpose of all directors' written resolutions.
- 102.4 All such records must be kept for at least 10 years from the date of the meeting or resolution or decision (as appropriate).

THE SEAL

103. Application of seals

The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined every such instrument shall be signed by a director and by the secretary or by a second director, or by one director in the presence of a witness who attests his signature.

DIVIDENDS

104. Declaration of dividends

Subject to the Act, the Company may by special resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

105. Interim dividends

Subject to the Act, the directors may 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 arrears. 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. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

106. Entitlement to dividends

Except as otherwise provided by 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. All 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; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

107. Calls or debts may be deducted from dividends

The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.

108. Payment of dividends in specie

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 such distribution, the directors may settle the same and in particular may issue fractional certificates 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.

109. Method of payment

Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post 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 and the directors may agree. Every cheque shall be made payable to the order of 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 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 moneys payable in respect of the share.

110. Dividends not to bear interest

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

111. Unclaimed dividends

Any dividend which has remained unclaimed for 12 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.

ACCOUNTS

112. Inspection of accounts

A member and any person nominated by a member, shall be entitled, on giving reasonable notice, to inspect during business hours any accounting records or other book or document of the Company.

CAPITALISATION OF PROFITS

113. Capitalisation

The directors may with the authority of a special resolution of the Company:

- (a) subject as provided in this article, 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 such 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) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares rank for dividend, so long as such shares remain partly paid, only to the extent that such partly paid shares rank for dividend;
- (d) 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
- (e) 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 may be entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

PROVISION FOR EMPLOYEES

114. Provision for employees on cessation of business

In the event that the Company employs or has employed any persons, the directors may exercise the powers conferred on the Company by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

NOTICES AND COMMUNICATIONS

115. Form of notices and communications by the Company

Save where these articles expressly require otherwise, any notice, document or information to be sent or supplied by the Company may be sent or supplied in accordance with the Act and any other applicable legislation (whether authorised or required to be sent or supplied by the Act or otherwise) in hard copy form, in electronic form or by means of a website.

116. Deemed delivery where notice or communication sent by post

A notice, document or information sent by post and addressed to a member at his registered address or address for service in the United Kingdom is deemed to be given to or received by the intended recipient 24 hours after it was put in the post if pre-paid as first class post and 48 hours after it was put in the post if pre-paid as second class post, and in proving service it is sufficient to prove that the envelope containing the notice, document or information was properly addressed, pre-paid and posted.

117. Deemed delivery where notice or communication sent by electronic means

- 117.1 A notice, document or information sent or supplied by electronic means to an address specified for the purpose by the member is deemed to have been given to or received by the intended recipient 24 hours after it was sent, and in proving service it is sufficient to prove that the communication was properly addressed and sent.

- 117.2 A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

118. Deemed delivery where notice or communication sent by website

A notice, document or information sent or supplied by means of a website is deemed to have been given to or received by the intended recipient when (i) the material was first made available on the website or (ii) if later, when the recipient received (or, in accordance with articles 1166, 1177 and 1188, is deemed to have received) notification of the fact that the material was available on the website.

119. Deemed delivery where notice or communication served or delivered

A notice, document or information not sent by post but left at a registered address or address for service in the United Kingdom is deemed to be given on the day it is left. A notice, document or information served or delivered by the Company by any other means authorised in writing by the member concerned is deemed to be served when the Company has taken the action it has been authorised to take for that purpose.

120. Deemed receipt where present at the meeting

A member present at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting, and, where requisite, of the purposes for which it was called.

121. Notice binding on transferees etc.

Every person who becomes entitled to any share shall be bound 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.

122. Notice in case of entitlement by transmission

A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description, at the address, if any, supplied for that purpose by the persons 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.

WINDING UP

123. Winding up of the Company

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the

like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY, DEFENCE COSTS AND INSURANCE

124. Indemnity of officers and funding directors' defence costs

124.1 To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director or other officer of the Company or an associated company (other than any person (whether or not an officer of the Company or an associated company) engaged by the Company or an associated company as auditor) shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise as a director or such other officer of the Company or an associated company) in relation to the Company or an associated company or their affairs provided that such indemnity shall not apply in respect of any liability incurred by him:

124.1.1 to the Company or to any associated company;

124.1.2 to pay a fine imposed in criminal proceedings;

124.1.3 to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising);

124.1.4 in defending any criminal proceedings in which he is convicted;

124.1.5 in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or

124.1.6 in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely:

(a) section 661(3) or (4) of the Act (acquisition of shares by innocent nominee); or

(b) section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct).

124.2 In article 124.1.4, 124.1.5 or 124.1.6 the reference to a conviction, judgment or refusal of relief is a reference to one that has become final. A conviction, judgment or refusal of relief becomes final:

124.2.1 if not appealed against, at the end of the period for bringing an appeal, or

124.2.2 if appealed against, at the time when the appeal (or any further appeal) is disposed of.

An appeal is disposed of:

124.2.3 if it is determined and the period for bringing any further appeal has ended, or

124.2.4 if it is abandoned or otherwise ceases to have effect.

124.3 To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director of the Company acting in its capacity as a trustee of an occupational pension scheme shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in connection with the Company's activities as trustee of the scheme provided that such indemnity shall not apply in respect of any liability incurred by him:

124.3.1 to pay a fine imposed in criminal proceedings; or

124.3.2 to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising); or

124.3.3 in defending criminal proceedings in which he is convicted.

For the purposes of this article, a reference to a conviction is to the final decision in the proceedings. The provisions of article 124.2 shall apply in determining when a conviction becomes final.

124.4 Without prejudice to article 124.1 or to any indemnity to which a director may otherwise be entitled, and to the extent permitted by the Act and otherwise upon such terms and subject to such conditions as the directors may in their absolute discretion think fit, the directors shall have the power to make arrangements to provide a director with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with an application under section 661(3) or (4) of the Act (acquisition of shares by innocent nominee) or section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct) or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority or to enable a director to avoid incurring any such expenditure.

125. Power to purchase insurance

To the extent permitted by the Act, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:

- (a) a director, alternate director or a secretary of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
- (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested,

indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.