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COMPANIES HOUSE

ARTICLES OF ASSOCIATION

(As adopted by a Special Resolution dated 17 May 2017
and amended by Special Resolution passed on 25 October 2017)

OF

THE CITY PUB COMPANY (WEST) LIMITED

Company Number 07814571

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THE COMPANIES ACTS 2006
ARTICLES OF ASSOCIATION
-of-
THE CITY PUB COMPANY (WEST) LIMITED

1. INTERPRETATION

1.1. In these Articles unless there be something in the subject or context inconsistent therewith -

Accounts	means the Company's annual audited accounts,
Act	means the Companies Act 2006 (as may be amended, extended, consolidated or re-enacted by or under any other enactment from time to time),
Acting in Concert	has the meaning given to it in the Takeover Code published by the United Kingdom Panel on Takeovers and Mergers (as amended),
Address	address in relation to an electronic communication and website communication, includes any number or address used for the purposes of that communication,
Admission	means the first occasion on which any shares in the capital of the Company are permitted to be traded or dealt in on a Recognised Investment Exchange,
Admission Shares	means the shares subject to Admission,
Arrears	in relation to any Preference Share, means all accruals, deficiencies and arrears of any dividend payable in respect of such Preference Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient distributable profits to pay such dividend together with all interest and other amounts payable thereon,
Annual General Meeting	means the annual general meeting of the Members, as provided for in Article 15.1,
Article	means one of these Articles,
Articles	means these Articles of Association including any amendments duly made from time to time by the Company,
Auditors	means the auditors for the time being of the Company,
Bad Leaver	means a Leaver who is not a Good Leaver;
B Ordinary Shareholders	means the holders from time to time of the B Ordinary Shares,
B Ordinary Shares	means the B Ordinary Shares of £0.01 each in the capital of the Company,
Board or Directors	means the board of directors for the time being of the Company,
Business Day	means a day (other than a Saturday or a Sunday) on which banks are open for business in London,
Call	means a call upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal

	value of such shares or by way of premium),
Company	means The City Pub Company (West) Limited,
Controlling Interest	means an interest (as defined in section 820 to 825 of the Act) in shares in the Company conferring to the holder or holders in aggregate more than 50% of the total voting rights normally exercisable at a general meeting of the Company,
Deferred Shares	means deferred shares of £0.01 each in the capital of the Company which may be created on conversion of the Preference Shares or otherwise in connection with any Internal Reorganisation or other reorganisation of the share capital of the Company,
dividend	includes a distribution and bonus if not inconsistent with the subject or context,
Dividend Date	means the date when a Preference Dividend is due for payment in accordance with the terms of these Articles,
Equity Hurdle	has the meaning given in Article 4.8,
electronic address	means any address or number used for the purposes of sending or receiving documents or information by electronic means,
electronic communication	has the same meaning as under the Electronic Communications Act 2000 and includes website communication in accordance with these Articles,
electronic copy	has the meaning given in section 1168 of the Act,
electronic form	has the meaning given in section 1168 of the Act,
electronic means	has the meaning given in section 1168 of the Act,
Employee	a person who at any time is a director and/or employee of the Company or whose services are made available to any member of the Group under the terms of an agreement between any member of the Group on the one hand and such individual or any other person on the other hand (and “ employment ” shall be construed accordingly to include such an agreement);
Expert	means the corporate finance adviser appointed by the Shareholders or the Company in preparation of a Sale or Admission or an independent firm of chartered accountants appointed by agreement between Shareholders holding a majority of the issued Ordinary Shares in issue or, if they cannot agree, by the President of the Institute of Chartered Accountants in England and Wales (or the next most senior officer) at the request of the Shareholders holding a majority of the Shares in issue for the purpose of ascertaining the total proceeds as referred to in the definition of Equity Hurdle;
general meeting	means an Annual General Meeting and/or any other meeting of Members including a General Meeting,
General Meeting	any meeting of Members other than an Annual General Meeting,
Good Leaver	a Leaver who ceases to be an Employee where such cessation occurs for one or more of the following reasons:

- (a) that person's death;
- (b) illness, injury or disablement of that person giving rise to permanent incapacity to continue in employment evidenced to the satisfaction of the Directors;
- (c) that person's compulsory retirement by his employing company at or above the later of age 65 and that person's normal retirement age;
- (d) the termination of that person's employment by his employing company by reason of redundancy;
- (e) the termination of that person's employment by his employing company in circumstances that are determined by an Employment Tribunal or Court to be or amount to wrongful dismissal (and for the avoidance of doubt, this shall exclude any finding of unfair dismissal);
- (f) that person terminating his contract of employment with his employing company in circumstances that are determined by an Employment Tribunal or court to be or to amount either to constructive dismissal or, in the case of a non-executive director or consultant only, to a repudiatory breach by his employing company of such contract of employment;
- (g) the business or part of the business in which the Leaver is employed being transferred to an unconnected entity;
- (h) the company employing the Leaver ceasing to be a Group Company; and
- (i) a person who ceases to be an Employee where the Directors in their sole discretion resolve that such person is to be treated as a Good Leaver in circumstances where such person would not, but for this provision, be a Good Leaver,

Group	means the Company and any subsidiary or subsidiary undertaking as such terms are defined in the Act,
holder	(in relation to shares) means the Member whose name is entered in the Register as the holder of the shares,
ICSA Guidelines	means the statements of Recommended Best Practice in the memorandum headed "Electronic Communications with Shareholders" published by the Institute of Chartered Secretaries and Administrators in February 2007 and any modification, extension or replacement for the time being in force,
Internal Reorganisation	means a reorganisation of the Group involving a transfer of Shares which in the absence of change in Controlling Interest does not constitute a Sale, a reorganisation of share capital or the interposition of a Parent Company between the Shareholders and the Company whether by way of share for share exchange or otherwise,
Leaver	means: (a) any Employee who is a B Ordinary Shareholder who

	ceases to be an Employee for whatever reason;
	(b) any person who becomes entitled to any B Ordinary Shares:
	(i) on the death of a Shareholder (if an individual);
	(ii) on the receivership, administrative receivership, administration, liquidation or other arrangement for the winding up (whether solvent or insolvent) of a Shareholder (if a company); or
	(iii) on the exercise of an option after ceasing to be an Employee;
	(c) any Shareholder holding B Ordinary Shares as a nominee for any person who ceases to be an Employee; and
	(d) any Employee who remains an Employee but becomes entitled by reason of illness or disablement giving rise to permanent incapacity to receive benefits under the permanent health insurance scheme of the Company or any other Group Company,
Leaving Date	in relation to a Leaver, the date on which such person becomes a Leaver, which, in the case of any Shareholder who becomes a Leaver by virtue of any person ceasing to be an Employee, shall be the date on which such person ceases to be an Employee,
Member	means a member of the Company,
month	means calendar month,
Office	means the registered office for the time being of the Company,
Ordinary Dividend	means any dividend payable in relation to the Ordinary Shares the payment of which is covered by at least three times the post-tax profits of the Company then available for distribution,
Ordinary Shareholders	means the holders from time to time of the Ordinary Shares,
Ordinary Shares	means the ordinary shares of £0.50 each in the capital of the Company,
Ordinary Resolution	has the meaning given in section 282 of the Act,
Paid	means paid or credited as paid,
paid-up	means paid up or credited as paid up in respect of the nominal amount of a share,
Parent Company	has the meaning given in Section 1162 of the Act,
Preference Dividend	means the dividend payable under Article 4.2.1, being a fixed cumulative preferential dividend of (a) 3 pence per annum per Preference Share (gross of any tax payable by the Company thereon) for each calendar year up to and including the year ending 31 December 2018, and (b) 3.5 pence per annum per Preference Share (gross of any tax payable by

	the Company thereon) for each calendar year after but excluding the year ending 31 December 2018,
Preference Shareholders	means the holders from time to time of the Preference Shares,
Preference Shares	means the convertible cumulative preference shares of £0.50 each in the capital of the Company, having the rights set out in these Articles
Pre-Sale Distributions	means any dividends or other distributions or similar payments made, paid and/or declared to or in favour of Ordinary Shareholders within a period of six calendar months prior to a Sale or Listing,
Recognised Investment Exchange	has the meaning given to it in section 285 Financial Services and Markets Act 2000,
Register	means the register of Members to be kept pursuant to section 113 of the Act,
Sale	means the sale of (or the grant of a right to acquire or to dispose of) any of the shares (in one transaction or as a series of transactions) which will result in the buyer of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where the Shareholders and the proportion of shares held by each of them following completion of the sale are the same as the Shareholders and their shareholdings in the Company immediately before the sale,
Seal	means the common seal of the Company or any official seal that the Company may be permitted to have under the Statutes,
Secretary	means the secretary for the time being of the Company or any person appointed by the Board to perform any of the duties of secretary,
Shareholder	means the holder of any Share from time to time,
shares	unless the context otherwise requires, means together the Ordinary Shares, the Preference Shares and any other class of shares as may be validly created from time to time (including stock), and “ share ” shall mean any of them,
Special Dividend	means any dividend payable in relation to the Ordinary Shares that is not an Ordinary Dividend,
Special Resolution	has the meaning given in section 283 of the Act, means the Act and every other statute from time to time in force in the United Kingdom concerning companies insofar as the same applies to the Company or re- enactment thereof for the time being in force,
Transfer Office	means the place where the Register is situated for the time being,
United Kingdom	means Great Britain and Northern Ireland, and
in writing and written	includes printing, typewriting, lithography, photograph, and other modes of representing and reproducing words in a legible form.

- 1.2. In these Articles:-
- 1.2.1. words importing the singular number only shall include the plural number and vice versa,
 - 1.2.2. words importing the masculine gender only shall include the feminine gender,
 - 1.2.3. words importing persons shall include partnerships, firms, trusts and corporations,
 - 1.2.4. words and expressions defined in the Statutes shall, unless the context otherwise requires, have the same meanings in these Articles,
 - 1.2.5. where for any purpose an Ordinary Resolution of the Company is required, a Special Resolution shall also be effective,
 - 1.2.6. a reference to a person being "connected" with another shall have the meaning attributed to it by section 252 of the Act, and
 - 1.2.7. the headings are for convenience only and shall not affect the construction of these Articles.
- 1.3. No regulations set out in any schedule to any statute or in any regulations concerning companies shall apply as regulations or articles of the Company, and the following shall be the Articles of Association of the Company.

2. LIMITED LIABILITY

- 2.1. The liability of the Members is limited to the amount, if any, unpaid on the shares held by them.

3. COMPANY'S OBJECTS

- 3.1. The Company's objects shall be unrestricted.

4. SHARE CAPITAL

- 4.1 The share capital of the Company as at the date of adoption of these Articles comprises Ordinary Shares of £0.50 each, B Ordinary Shares of £0.01 each and Preference Shares of £0.50 each.

4.2 Share rights: Dividends

Subject to the Act and the Board recommending payment of the same, any distributable profits shall be distributed in accordance with this Article:

- 4.2.1 The Preference Shares shall entitle the Preference Shareholders to the following rights:
- (i) the Company shall, in priority to payment of any dividend to all other Shareholders, pay to the Preference Shareholders the Preference Dividend. The Preference Dividend shall accrue on a daily basis and be payable twice yearly in equal amounts on 14 July and 14 January in each year, referable to the year ending 31 December during which the first bi-annual payment is made (for example, for the year ending 31 December 2016, the Preference Dividend relating to that period will be paid as to 50% on 14 July 2016 and as to 50% on 14 January 2017). The first Preference Dividend shall relate to the period between the date of issue of the corresponding Preference Shares and 31 December 2015 and shall be paid on 14 January 2016; and
 - (ii) if any Preference Dividend (including any amount payable pursuant to this sub-paragraph) is for whatever reason not paid in full on the Dividend Date, then the Company shall be liable to pay to the Preference Shareholders (in proportion to the number of Preference Shares held at such time by each of them) on the next date such Preference Dividend is due, in addition to such Preference Dividend then payable an amount (net of any tax payable by the Company thereon) equal to the Arrears on the Dividend Date.

- 4.2.2 The Ordinary Shares shall entitle the Ordinary Shareholders to the following rights:
- (i) no dividend shall be payable on the Ordinary Shares in relation to the calendar year ending 31 December 2015;
 - (ii) no dividend shall be payable on the Ordinary Shares unless and until the Preference Dividend and any Arrears have been paid in full; and
 - (ii) any profits of the Company which, after payment of the Preference Dividend and any Arrears, the Board determine to distribute amongst the Shareholders in accordance with Article 36 shall be declared and paid on the Ordinary Shares.
- 4.2.3 The B Ordinary Shares shall not entitle the B Ordinary Shareholders to any rights in relation to any dividend.

4.3 Share rights: Return of capital

- 4.3.1 On a return of assets on liquidation, winding up, capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares), the assets of the Company available for distribution amongst Shareholders after payment of its liabilities shall be applied in the following manner and order of priority:
- (i) first, the Preference Shareholders shall be paid in respect of their Preference Shares (in proportion to the number of Preference Shares held by each of them) in priority to all other Shareholders their par value of £0.50 together with an amount equal to any Arrears calculated down to the date of the return of assets;
 - (ii) second, the Ordinary Shareholders shall be paid in respect of their Ordinary Shares (in proportion to the number of Ordinary Shares held by each of them) their par value of £0.50 together with an amount equal to the amount paid by way of premium for such Ordinary Shares and an amount equal to any Arrears calculated down to the date of the return of assets;
 - (iii) third, the B Ordinary Shareholders shall be paid in respect of their B Ordinary Shares (in proportion to the number of B Ordinary Shares held by each of them) their par value of £0.01 together with an amount equal to the amount paid by way of premium for such B Ordinary Shares and an amount equal to any Arrears calculated down to the date of the return of assets;
 - (iv) fourth, after taking account of any sums due under Articles 4.3.1(i) to 4.3.1(iii), the Ordinary Shareholders shall be entitled to the balance in proportion to the number of Ordinary Shares held by them *pari passu*.

4.4 Share rights: Voting

- 4.4.1 As regards voting at general meetings:
- (i) the Ordinary Shareholders and B Ordinary Shareholders shall be entitled to receive notice of, and to attend, general meetings of the Company and shall in respect of their holdings of Ordinary Shares or B Ordinary Shareholders (as the case may be) be entitled to vote upon any resolution; and
 - (ii) the Preference Shareholders shall be entitled to receive notice of, and to attend and speak at, general meetings of the Company but shall not in respect of their holdings of such shares be entitled to vote upon any resolution unless the resolution is one which directly or indirectly varies, modifies, alters or abrogates any of the rights, privileges, limitations or restrictions attaching to any class of shares.

4.5 Shares rights: General

- 4.5.1 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being

wound up, with the consent of the holders of at least 75% of the issued shares of each class present and voting at a separate general meeting of the holders of each and every class (but not otherwise). The necessary quorum for such general meeting shall be two persons (or, the number of holders of shares of that class, if fewer than two) at least holding or representing by proxy one-third in nominal amount of the issued shares of the class or, at any adjourned meeting of such holders, those Shareholders who are present in person or by proxy, whatever their holdings, and the holders of shares of the class shall, on a poll, have one vote in respect of every share of the relevant class held by them respectively.

4.5.2 The rights conferred upon the holders of shares of any class shall not, unless otherwise expressly provided by the terms of the shares, be deemed varied by the creation or issue of further shares ranking in priority to or *pari passu* therewith.

4.5.3 Save as set out above or otherwise provided for in these Articles the shares rank *pari passu* in all respects.

4.6 Conversion of Preference Shares

4.6.1 Subject to the provisions of this Article 4.6, any Preference Shareholder may convert some or all of the Preference Shares registered in his name into Ordinary Shares by serving a written notice on the Company at its registered office ("**Preference Conversion Notice**") accompanied by the share certificate(s) in respect of the relevant Preference Shares. Subject to the provisions of this Article 4.6, such conversion shall take effect as soon as reasonably practicable after the date on which the Preference Conversion Notice is received at the Company's registered office (subject to Article 4.6.2 and unless the notice states it is to take effect on a later date or is subject to the satisfaction of certain conditions) and shall be on the basis that 1 new Ordinary Share shall be issued for every 3.2 Preference Shares the subject of the Preference Conversion Notice (which is designed to reflect a conversion price of £1.60 per Ordinary Share (or equivalent in the event of any sub-division or consolidation of the Ordinary Shares following the date of adoption of these Articles) and provided that any entitlement to a fraction of an Ordinary Share shall be dealt with in such way as the Board of Directors may determine).

4.6.2 A Preference Conversion Notice may be served by a Preference Shareholder:

- (i) bi-annually, not less than 20 Business Days before 14 July or 14 January in any calendar year, with conversion to take place on the corresponding 14 July or 14 January (as appropriate);
- (ii) for a period of 20 Business Days following a Sale;
- (iii) for a period of 20 Business Days following an Admission;
- (iv) for a period of 20 Business Days following the passing of any resolution to wind-up the Company or following the appointment of any liquidator or receiver; or
- (v) at any time prior to a proposed Admission, with the proposed conversion of some or all of the Preference Shares set out in the Preference Conversion Notice being conditional on Admission and/or such other conditions as may be set out in the Preference Conversion Notice.

4.6.3 The Board shall be entitled to require the Preference Shareholders who have not then converted their Preference Shares into Ordinary Shares to serve a Preference Conversion Notice in relation to the Preference Shares then held by them:

- (i) within a period of 20 Business Days following a Sale;
- (ii) within a period of 20 Business Days following an Admission;
- (iii) within a period of 20 Business Days following the passing of any resolution to wind-up the Company or following the appointment of any liquidator or receiver;

- (iv) following the conversion of at least 75% of the Preference Shares in issue from time to time into Ordinary Shares; or
- (v) at any time prior to a proposed Admission, with the proposed conversion of some or all of the Preference Shares being conditional on Admission and/or such other conditions as may be set out in the notice from the Company to the Preference Shareholders pursuant to this article 4.6.3

provided in each case that the market value of the Ordinary Shares at the date of such requisition is at least £1.60 per Ordinary Share (or equivalent in the event of any sub-division or consolidation of the Ordinary Shares following the date of adoption of these Articles).

- 4.6.4 Following conversion pursuant to this Article 4.6, the Company shall make all required filings at Companies House and issue to the relevant Preference Shareholder a certificate for the Ordinary Shares (or A Shares as the case may be) resulting from the conversion and a further certificate for the Preference Shareholder's remaining Preference Shares (if any).
- 4.6.5 The Ordinary Shares resulting from the conversion shall rank from the date of conversion *pari passu* in all respects with the other Ordinary Shares in the capital of the Company.
- 4.6.6 The Board shall effect the conversion of the Preference Shares in relation to which a Preference Conversion Notice has been validly served in such manner as the Board shall from time to time determine (subject to the provisions of the Act).
- 4.6.7 Any Ordinary Shares arising on conversion of the Preference Shares shall be credited as fully paid and rank *pari passu* with the Ordinary Shares already in issue at the date of conversion in all respects save that such Ordinary Shares shall not be entitled to any Ordinary Dividend or Special Dividend other distribution declared, paid or made by reference to a record date prior to the date of conversion (without prejudice to the entitlement of the Preference Shares to any Preference Dividend declared, paid or made (or proportion thereof) by reference to a record date prior to the date of conversion).
- 4.6.8 If, at any time while there are Preference Shares in issue, a consolidation, reclassification/redesignation, subdivision or bonus issue affecting the number of Ordinary Shares in issue (or any analogous event having the same effect) (each an "Adjustment Event") occurs, the Board shall consider and implement such adjustments as are considered appropriate to maintain the commercial intention and effect of the Preference Shares.
- 4.6.9 The terms set out in these Articles that relate to Preference Shares shall remain in force until there are no longer any Preference Shares in issue, notwithstanding any provisions in the Articles to the contrary. Thereafter, such terms shall be and shall be deemed to be of no effect, but the validity of anything done under such terms before that date shall not otherwise be affected and any actions taken under such terms before that date shall be conclusive and shall not be open to challenge on any grounds whatsoever.
- 4.6.10 In the event of a Sale or on Admission, any Preference Shares which have not been converted into Ordinary Shares within 20 Business Days of such Sale or Admission may (at the discretion of the Board) be subject to a mandatory transfer notice issued by the Board and requiring the Preference Shares to be transferred to such person or persons as the Board may nominate (in its sole and absolute discretion) at a transfer price equal to the issue price of the Preference Shares (the "Transfer Price"). Any such mandatory transfer notice issued by the Board shall be binding on the holders of the Preference Shares which are the subject of the notice (the "Compulsory Transferors"), who shall be bound, on payment of the relevant Transfer Price, to transfer the Preference Shares held by them to the transferee(s) specified in the

mandatory transfer notice, free from any lien, charge or encumbrance. If any Compulsory Transferor makes default in so doing, any Director of the Company from time to time shall immediately be deemed to be the duly appointed attorney of such Compulsory Transferor with full power to execute, complete and deliver a transfer of the relevant Preference Shares held by such Compulsory Transferor and any Director of the Company from time to time may receive and give a good discharge for the purchase money on behalf of that Compulsory Transferor and (subject to the transfer being duly stamped) enter the name(s) of the relevant transferee(s) in the register of members. The Board shall immediately pay the Transfer Price received into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the relevant Compulsory Transferor until he shall deliver up his certificate(s) for the relevant Preference Shares (or an indemnity in respect of any lost certificate) to the Company when he shall thereupon be paid the Transfer Price to which he is entitled.

4.7 No Redemption of the Preference Shares

For the avoidance of doubt, the Preference Shares shall not be redeemable.

4.8 Sale of the Share Capital of the Company

4.8.1 In the event of a Sale, any surplus remaining after the payment of costs and expenses (including any unrecoverable VAT) arising in relation to the Sale shall be distributed amongst such selling Shareholders in the following order of priority:

- (i) first, the Preference Shareholders shall be paid in respect of their Preference Shares (in proportion to the number of Preference Shares held by each of them) in priority to all other Shareholders their par value of £0.50 together with an amount equal to any Arrears calculated down to the date of the return of assets;
- (ii) second, the Ordinary Shareholders shall be paid in respect of their Ordinary Shares (in proportion to the number of Ordinary Shares held by each of them) their par value of £0.50 together with an amount equal to any Arrears calculated down to the date of the return of assets;
- (iii) third, the B Ordinary Shareholders shall be paid in respect of their B Ordinary Shares (in proportion to the number of Ordinary Shares held by each of them) their par value of £0.01 together with an amount equal to any Arrears calculated down to the date of the return of assets; and
- (iv) fourth:
 - (a) if the Equity Hurdle has not been met, the Ordinary Shareholders shall be entitled to the balance in proportion to the number of Ordinary Shares held by them *pari passu*; and
 - (b) if the Equity Hurdle has been met or exceeded, the Ordinary Shareholders and B Ordinary Shareholders shall be entitled to the balance in proportion to the number of Ordinary Shares or B Ordinary Shares (as the case may be) held by them *pari passu* as if the Ordinary Shares and B Ordinary Shares constituted one class of shares.

4.8.2 In the case of a Sale the consideration for which is not payable in cash or which is payable as a combination of cash and any other form of consideration, such consideration shall be allocated amongst the Shareholders in the proportions provided for in Article 4.8.1.

4.8.3 In the event of an Admission:

- (i) if the Equity Hurdle has not been met, the B Ordinary Shareholders shall (notwithstanding that they are not Leavers) be deemed to have served Transfer Notices in accordance with Article 4.9.2, such deemed Transfer Notice to take

effect three Business Days before the date on which the Admission becomes effective; and

- (ii) if the Equity Hurdle has been met or exceeded, all B Ordinary Shares shall, at the discretion of the directors of the Company, either:
 - (a) within three months of the date on which the Admission becomes effective, but always subject to any limitation imposed by legislation applicable to the Company, be purchased by the Company for a price per share equal to the price at which each of the Admission Shares was issued and/or sold on Admission. The Admission shall constitute the Company the agent of the B Ordinary Shareholders for the sale of the B Ordinary Shares to itself; or
 - (b) be converted into Ordinary Shares on the basis that one new Ordinary Share shall be issued for every one B Ordinary Share held, conditional on Admission (and/or such other conditions as may be directed by the directors) and such other reorganisation of the share capital of the Company as the Company may request in order to effect the conversion on the basis set out in this Article 4.8.3(ii)(b) and as may be required to adjust the nominal value of any share.

4.8.4 If required to facilitate an Admission immediately before and conditional upon such Admission, the Shareholders shall enter into any reorganisation of the share capital of the Company as the Company may request, provided always that:

- (a) the allocation of surplus referred to in Article 4.8.1 between the Shareholders is identical and as close as practicably possible to the way Article 4.8.1 would provide on a Sale; or
- (b) the conversion of the Preference Shares and/or the conversion of the B Ordinary Shares is effected in accordance with the provisions of Articles 4.6 and 4.8.

4.8.5 In the event of an Internal Reorganisation, the B Ordinary Shareholders shall be entitled to (and on an Internal Reorganisation required to facilitate an Admission as referred to in Article 4.8.4 shall, if requested) take part in such Internal Reorganisation regardless of whether the Equity Hurdle has been met so that Article 4.8.3(ii) shall apply to such Internal Reorganisation.

4.8.6 In this Article 4.8, "**Equity Hurdle**" means, in the event of a Sale or Admission, total proceeds of £1.50 per Ordinary Share, where total proceeds are determined as follows:

- (i) in the event of an Admission, the aggregate market value of the Admission Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Admission, all as determined by the merchant bank or, if none, the broker appointed by the Directors to advise in connection with the Admission;
- (ii) in the event of a Sale:
 - (a) if the Shares of the Company are to be sold by private treaty (as distinct from a public offer) and the consideration is a fixed cash sum payable in full on completion of the Sale, the total amount of such cash sum;
 - (b) if a written offer has been made for a cash consideration or, if the Sale is pursuant to any other public cash offer or public offer accompanied by a cash alternative, the total cash consideration or cash alternative price for all the Shares of the Company for which the offer is made;
 - (c) if the Sale is by private treaty or public offer and the consideration is the issue of securities (not accompanied by a cash alternative):

- (I) if the securities will rank *pari passu* with a class of securities already admitted to trading on a Recognised Investment Exchange (in the case of a sale by private treaty) the value attributed to such consideration in the related sale agreement setting out the terms of such sale or, (in the case of a Sale following a public offer or failing any such attribution in the sale agreement) by reference to the value of such consideration determined by reference to the average middle market quotation of such securities over the period of 5 Business Days ending 3 days before the day on which the Sale is completed; or
 - (II) if the securities are not of such a class, the value of the relevant consideration as agreed by Shareholders holding a majority of the issued Ordinary Shares or, in the absence of such agreement before the Sale, such value as is reported on by the Expert, in a report obtained for the purpose and addressed to the Shareholders (the cost of such report to be borne by the Shareholders in proportion to the share of the proceeds of any Sale which they are due to receive on completion of the Sale) and based on information publically available or having been made available by the purchaser issuing or transferring the securities;
- (d) if the Sale is by private treaty or public offer and the consideration is a combination of cash and any other form of consideration, the provisions of Articles 4.8.6(ii)(a) to (c) shall apply to each element of the consideration and the total proceeds shall be calculated as the sum of the relevant amounts; and
- (e) if and to the extent that Articles 4.8.6(ii)(a) to (d) are not applicable, the value of the relevant consideration as agreed by Shareholders holding the majority of the issued Ordinary Shares or, in the absence of such agreement before the Sale, such value as is reported on by the Expert, in a report obtained for the purpose and addressed to the Shareholders (the cost of such report to be borne by the Shareholders in proportion to the share of the proceeds of any Sale which they are due to receive on completion of the Sale) and based on information publicly available or having been made available by the purchaser issuing or transferring the securities;
- (iii) if the Sale is by private treaty or public offer and the consideration includes an element of cash or any other form of consideration payable in instalments or by way of adjustment the value of which is known or is ascertainable at the time of Completion, the fact that the payment is by way of instalment or adjustment shall be disregarded for the purpose of determining total proceeds only and, in particular, no deduction shall be made for the delay in receiving payment by way of instalments or adjustment;
- (iv) if the Sale is by private treaty or public offer and the consideration includes an element of cash or any other form of consideration by way of earn out or deferred consideration (contingent or otherwise) by reference to future, and at the time of completion of the Sale unascertainable, performance of the Company total proceeds shall be determined in the same way as they would be calculated for the purposes of ascertaining sale proceeds in the context of capital gains tax using the principles laid down in *Marren v Ingles* (54TC76) and where there is disagreement over the value or the method of calculating the value of the earn out or deferred consideration shall be such value as reported by the Expert in a report obtained for the purpose and addressed to the Shareholders (the cost of such report to be borne by the Shareholders in

proportion to the share of proceeds of any Sale which they are due to receive on completion of such Sale);

- (v) if the Sale is by private treaty or public offer and includes a specific undertaking or commitment on the part of the buyer to discharge any debt incurred by a Shareholder or the Company an amount equal to the debt which the Buyer has specifically agreed to discharge shall be added to the total amount under Articles 4.8.6(ii)(a) to (d) for the purpose of determining total proceeds;
- (vi) the amount (net of any applicable tax credit) of any Pre-sale Distributions shall be added to the total amount under Articles 4.8.6(ii)(a) to (d) for the purpose of determining total proceeds;
- (vii) where a Sale or Admission takes place in respect of less than 100% of the entire issued share capital of the Company, the amount of total proceeds to be achieved in order to meet the Equity Hurdle and referred to above shall be multiplied by the percentage of Shares participating in the Sale or Admission; and
- (viii) in calculating the amount of total proceeds to be allocated to each Ordinary Share for the purpose of this Article 4.8.6, the total proceeds should be notionally allocated between the Preference Shares, the Ordinary Shares and the B Ordinary Shares in accordance with Article 4.8.1 provided that, for the purpose of such notional allocation only, it is assumed that the Equity Hurdle has not been met and that therefore, after making notional allocations in accordance with Articles 4.8.1(i) to Articles 4.8.1(iii), the balance of sale proceeds is notionally allocated amongst the Ordinary Shares (but not the B Ordinary Shares) in accordance with Article 4.8.1(iv)(a).

4.9 Transfers and Deemed Transfers of B Ordinary Shares

- 4.9.1 A B Ordinary Shareholder who is a Good Leaver may, within 90 days of the Leaving Date, give notice in writing to the Company ("**Transfer Notice**") of his intention to transfer all the B Ordinary Shares which he holds ("**Sale Shares**").
- 4.9.2 A B Ordinary Shareholder who is a Bad Leaver shall be deemed to have given a Transfer Notice in respect of all the B Ordinary Shares which he holds ("**Sale Shares**") at the earlier of (in the case of a Bad Leaver who becomes a Bad Leaver by virtue of any person's (the "**Relevant Employee**") ceasing to be an Employee) the date on which notice was given to terminate the employment of the Relevant Employee and the actual termination date of the Relevant Employee's employment, or (in any other case) the date on which such Bad Leaver becomes a Bad Leaver.
- 4.9.3 Directors shall in their absolute discretion accept or reject a Transfer Notice given under Article 4.9.1 or a deemed Transfer Notice under Article 4.9.2. If the Directors reject the Transfer Notice, the Leaver shall retain all B Ordinary Shares held at the Leaving Date.
- 4.9.4 A Transfer Notice shall constitute the Company the agent of the Leaver for the sale of the Sale Shares comprised in the Transfer Notice to the Company itself at the price Paid for them.

5. SHARES

- 5.1. Subject to the provisions of the Statutes and to the authority of the Company in general meeting required by the Statutes, the Directors shall have unconditional authority to allot, grant options over, offer or otherwise deal with or dispose of any shares of the Company to such persons, at such times and generally on such terms and conditions as the Directors may determine, PROVIDED THAT no such shares shall be issued at a discount and no such shares shall be allotted otherwise than fully paid.

- 5.2. The general authority conferred by Article 5.1 shall extend to all shares of the Company from time to time unissued during the currency of such authority. The said authority shall expire on the fifth anniversary of the adoption of these Articles unless varied or revoked or renewed by the Company in general meeting.
- 5.3. In exercising their authority under Article 5.1, the Directors shall not be required to have regard to sections 561(1) and 562 of the Act, which sections shall be excluded from applying to the Company.
- 5.4. The Directors shall be entitled under the general authority conferred by Article 5.1 to make at any time before the expiry of such authority any offer or agreement which will or may require shares to be allotted after the expiry of such authority.
- 5.5. The Directors may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of Calls to be paid and the time of payments of such Calls.
- 5.6. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share.
- 5.7. The joint holder of a share shall be severally as well as jointly liable for payment of all instalments and Calls in respect of such share, and any one of such persons may give effectual receipts for any return of capital or receipts for any dividends or other monies. The Company shall not be bound to register more than four persons as joint holders of any shares payable in respect of such shares.
- 5.8. In addition to all other powers of paying commissions, the Company may exercise the powers conferred by the Statutes of paying commissions to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company. Subject to the provisions of the Statutes, such commission may be satisfied by payment of cash or (with the sanction of an Ordinary Resolution of the Company) the allotment of fully paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
- 5.9. Save as otherwise provided herein or otherwise required by the Statutes, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not (except as ordered by a court of competent jurisdiction or by law required) be bound to recognise any equitable, contingent, future, partial or other claim to or interest in any share on the part of any other person.

6. REDEEMABLE SHARES

- 6.1. Subject to the Statutes, the Company may by Special Resolution create and sanction the issue of shares which are or, at the option of the Company or the holder, are to be liable to be redeemed. The Special Resolution sanctioning the issue shall also make such alterations to these Articles as are necessary to specify the terms on which and the manner in which the shares are to be redeemed.
- 6.2. Subject to the statutes and to Article 13.1 the Company may purchase any of its own shares (including any redeemable shares).
- 6.3. The Company may not purchase its own shares if at the time of purchase there are outstanding any convertible securities of the Company, unless either there are provisions in the relevant trust deed or terms of issue permitting the purchase or the purchase has been sanctioned by a Special Resolution passed at a separate class meeting of the holders of the convertible securities.

7. CERTIFICATES

- 7.1. Subject to Article 41.4, the certificates of title to shares shall be issued under the Seal of the Company.
- 7.2. Every Member shall be entitled, without payment, to one certificate for all the shares registered in his name or, in the case of shares of more than one class being registered in his name, to a separate certificate for each class of shares so registered, and where a Member transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of shares retained by him and registered in his name. Every such certificate of shares shall specify the number and class and the distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up thereon. If any Member shall require additional certificates he shall pay for each additional certificate such reasonable out-of-pocket expenses as the Directors shall determine. A Member shall be entitled to a certificate in the case of issue within two months (or such longer period as the terms of issue shall provide) after allotment or in the case of transfer within two months after lodgement of transfer.
- 7.3. If any certificate becomes worn out or defaced then upon delivery thereof to the Directors they may order the same to be cancelled, and may issue free of charge a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity with or without security as the Directors deem adequate being given, a new certificate in lieu thereof shall be given free of charge to the party entitled to such lost or destroyed certificate.
- 7.4. Every certificate issued under Article 7.3 shall be issued without payment, but there shall be paid to the Company a sum equal to any exceptional out-of-pocket expenses incurred by the Company.
- 7.5. The Company shall not be bound to issue more than one certificate in respect of shares registered in the names of two or more persons and such certificate shall be delivered to the person first named on the Register in respect of such shares and delivery of such certificate as aforesaid shall be sufficient delivery to all.

8. CALLS ON SHARES

- 8.1. The Directors may, subject to the terms of allotment thereof, from time to time make such Calls as they think fit PROVIDED THAT fourteen days' notice at least be given of each Call and each Member shall pay the amount of each Call so made on him to the person and at the time and place specified by the Directors in the said notice.
- 8.2. Call may be made payable by instalments and may, at any time before receipt by the Company of a sum due thereunder, be either revoked or postponed in whole or in part as the board may determine.
- 8.3. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.
- 8.4. If by the terms of any prospectus or by the conditions of allotment any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.
- 8.5. If the sum payable in respect of any Call or instalment is not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the Call has been made, or the instalment shall be due, shall pay interest for the same at such rate as may be fixed by the terms of allotment of the share or, if no rate is fixed, at the appropriate rate (as defined by the Act) from the time appointed for payment thereof until the actual payment thereof, and shall not receive any dividend in respect of the amount unpaid, but the Directors may, if they shall think fit, waive the payment of such interest or any part thereof. No Member shall be entitled to receive any dividend or to be present and vote at any general meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum, or to exercise any other privilege as a member unless and until he shall have paid all Calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

- 8.6. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money unpaid upon the shares held by him beyond the sums actually called up and upon the money paid in advance, or so much thereof as from time to time exceeds the amount of the Calls then made upon the shares in respect of which such advance shall have been made, the Company may pay interest at such rate (not exceeding, without the sanction of the Company given by Ordinary Resolution, the appropriate rate as aforesaid) as the Member paying such sum in advance and the Directors agree upon.
- 8.7. Any sum which by or pursuant to the terms of allotment of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a Call duly made and payable on the date on which, by or pursuant to the terms of allotment, the same becomes payable and in the case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a Call duly made and notified. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board may delegate to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make Calls on Members in respect of such uncalled capital, and to sue in the name of the Company or otherwise for the recovery of monies becoming due in respect of Calls so made and to give valid receipts for such monies, and the power to delegate shall subsist during the continuance of the mortgage or security, notwithstanding any change of Directors and shall be assignable if expressed so to be.

9. FORFEITURE AND LIEN

- 9.1. If any Member fails to pay any instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the instalment or any part thereof remains unpaid, serve a notice on such Member requiring him to pay the same, together with any interest that may have accrued thereon and all expenses incurred by the Company by reason of such non-payment.
- 9.2. The notice shall name a day (not being less than seven days from the date of the notice) and a place on and at which such Call and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment on or before the time and at the place appointed, the shares in respect of which the instalment is payable will be liable to be forfeited.
- 9.3. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such notice shall have been given may at any time thereafter, and before payment of all instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends payable in respect of the forfeited shares and not actually paid before the forfeiture. The Directors may accept the surrender of any share liable to be forfeited hereunder and in such case references in these Articles to forfeiture shall include surrender.
- 9.4. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share, but no forfeiture shall be in any manner invalidated by any omission or neglect to give notice as aforesaid. Subject to the provisions of the Statutes, any share so forfeited shall be deemed to be the property of the Company, no voting rights shall be exercised in respect thereof and the Directors may within three years of such forfeiture sell, re-allot, or otherwise dispose of the same in such manner as they think fit either to the person who was before the forfeiture the holder thereof, or to any other person, and either with or without any past or accruing dividends, and in the case of re-allotment, with or without any money thereon by the former holder being credited as paid thereon. Any share not disposed of in accordance with the foregoing within a period of three years from the date of its forfeiture shall thereupon be cancelled in accordance with the provisions of the Statutes. The forfeiture or surrender of a share shall involve the extinction at the time of forfeiture or surrender of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited or surrendered and the Company, except only such of those rights

- and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members.
- 9.5. The Directors may at any time, before any share so forfeited shall have been cancelled, sold, re-allotted or otherwise disposed of, annul the forfeiture upon such conditions as they think fit.
- 9.6. A statutory declaration in writing that the declarant is a Director or the Secretary and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt by the Company of the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in connection with the forfeiture, surrender, sale, re-allotment or disposal of the share.
- 9.7. Any Member whose shares have been forfeited shall thereupon cease to be a member in respect of such shares but shall notwithstanding be liable to pay, and shall forthwith pay to the Company all instalments, interest, and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as may be fixed by the terms of allotment of the shares or, if no rate is so fixed, at the appropriate rate aforesaid, and the Directors may enforce payment thereof if they think fit.
- 9.8. The Company shall have a first and paramount lien upon all shares registered in the name of each Member (whether solely or jointly with other persons) for any amount payable in respect of such shares or other monies owing from time to time to the Company by the holder thereof, whether the period for payment thereof shall have actually arrived or not and such lien shall apply to all dividends from time to time declared or other moneys payable in respect of such shares. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share.
- 9.9. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto, in such manner as they think fit, but no such sale shall be made until the period as aforesaid shall have arrived and until notice in writing stating, and demanding payment of, the sum payable and giving notice of the intention to sell in default of such payment shall have been served on such Member and default shall have been made by him in the payment of such amounts for seven days after such notice.
- 9.10. The net proceeds of any such sale, after payment of the costs thereof, shall be applied in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the Member or the person (if any) entitled by transmission to the shares.
- 9.11. Upon the sale or re-allotment after forfeiture or upon any sale enforcing any lien in purported exercise of the powers hereinbefore given, the Directors may in the case of a sale nominate some person to execute a transfer of the shares sold in the name and on behalf of the registered holder or his executors or administrators and may in any case cause the name of the purchaser or allottee to be entered in the Register in respect of the shares sold or re-allotted, and the purchaser or allottee shall not be bound to see to the regularity of the proceedings or to the application of the purchase or subscription money, and after his name has been entered in the Register in respect of such shares the validity of the sale or forfeiture shall not be impeached by any person and the remedy of any person aggrieved by the sale or forfeiture shall be in damages only and against the Company exclusively.
10. **TRANSFER OF SHARES**

- 10.1. The instrument of transfer of any share in the Company shall be in usual form or in such other form as shall be approved by the Directors, and shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share by the transferee) and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof and, when registered, the instrument of transfer shall be retained by the Company.
- 10.2. Subject to the Statutes, the Board may refuse to register the transfer of a share which is not fully paid PROVIDED THAT such refusal does not prevent dealings taking place on an open market, and that the Board provides the transferee with such further information about the reasons for the refusal as the transferee may reasonably request.
- 10.3. Any sale or transfer or disposal or acquisition of any share or any interest in any share in contravention of the foregoing provisions shall be null and void PROVIDED THAT the Company may without such approval as aforesaid acquire the whole issued share capital of another company.
- 10.4. The Directors may, in their absolute discretion and without assigning any reason therefore, refuse to register a transfer unless:-
 - 10.4.1. it is in respect of a fully paid share,
 - 10.4.2. it is in respect of a share on which the Company does not have a lien,
 - 10.4.3. it is in respect of Ordinary Shares,
 - 10.4.4. it is in favour of not more than four joint holders as transferees, and
 - 10.4.5. the conditions referred to in Article 10.5 have been satisfied in respect thereof.

The Preference Shares are freely transferable, subject to the consent of the Board (in its sole and absolute discretion). If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal and return to him the instrument of transfer.

- 10.5. Every instrument of transfer must be left at the Office, or at such other place as the Directors may from time to time determine, to be registered, accompanied by the certificate of the shares comprised therein, and such evidence as the Directors may reasonably require to prove the title of the transferor, and the due execution by him of the transfer and thereupon the Directors, subject to the power vested in them by Article 10.4, shall register the transferee as the holder.
- 10.6. No fee shall be payable for registering any transfer, probate, letters of administration, certificates of marriage or death, power of attorney, or other document relating to or affecting the title to any shares or the right to transfer the same.
- 10.7. The registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine and either generally or in respect of any class of shares PROVIDED THAT the Register shall not be closed for more than thirty days in any year.
- 10.8. All instruments of transfer which are registered shall, subject to Article 46.1.3, be retained by the Company, but any instrument of transfer which the Directors may refuse to register shall (except in the case of fraud) be returned to the person depositing the same.

11. TRANSMISSION OF SHARES

- 11.1. The executors or administrators of a deceased Member (not being one of two or more joint holders) shall be the only persons recognised by the Company as having any title to shares held by him alone, but in the case of shares held by more than one person, the survivor or survivors only shall be recognised by the Company as being entitled to such shares.
- 11.2. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon such evidence being produced as may be required by the Directors, elect in writing either to be registered as a Member (in respect of which registration no fee shall be

payable) by giving notice in writing to that effect or, without being so registered, execute a transfer to some other person who shall be registered as a transferee of such share and the execution of such transfer shall signify his election as aforesaid, but the Directors shall in either case have the like power of declining or refusing to register such transfer as is provided with respect to an ordinary transfer.

11.3. The Directors may at any time give notice requiring any such person to elect as aforesaid and if such notice is not complied with within sixty days the Directors may thereafter withhold payment of all dividends and other monies payable in respect of such share until compliance therewith.

11.4. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, unless and until he is registered as a Member in respect of the share, be entitled in respect of it to receive notices of or to exercise any rights conferred by Membership in relation to meetings of the Company.

12. CONSOLIDATION AND SUB-DIVISION OF SHARES

12.1. The Company may by Ordinary Resolution consolidate its shares, or any of them, into shares of a larger amount.

12.2. The Company may by Ordinary Resolution sub-divide its shares, or any of them, into shares of a smaller amount, and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more such shares as compared with the others shall:

12.2.1. have some preferred or other advantage as regards dividend, capital, voting or otherwise or deferred rights, or

12.2.2. be subject to such restrictions as the Company has the power to attach to unissued or new shares upon the allotment thereof.

12.3. Subject to any direction by the Company in general meeting, whenever as the result of any consolidation or sub-division and consolidation of shares Members are entitled to any issued shares of the Company in fractions the Directors may deal with such fractions as they shall determine and in particular may sell the shares to which Members are so entitled in fractions for the best prices reasonably obtainable and pay and distribute to or amongst the Members entitled to such shares in due proportions the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may nominate some person to execute a transfer of the shares sold on behalf of the members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

13. REDUCTION OF CAPITAL AND PURCHASE OF OWN SHARES

13.1. The Company may from time to time by Special Resolution reduce its share capital, any capital redemption reserve fund and any share premium account in any manner authorised by law.

13.2. Subject to the provisions of the Statutes, the Company may enter into any contract for the purchase of any of its own shares (including any redeemable shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase any such shares. Without prejudice to the generality of the foregoing, the Company may (subject to the provisions of this Article and to any directions which may be given by the Company in general meeting) make a market purchase (within the meaning of section 701 of the Act) of any of its own shares. Subject to the provisions of the Statutes the Company may agree to the variation of any contract entered into in pursuance of this Article and to release any of its rights or obligations under any such contract.

- 13.3. Every contract entered into in pursuance of Article 13.2 shall be authorised by such resolution of the Company as may be required by the Statutes, and in any event whenever the Company's issued share capital includes any class of convertible shares, the Company shall not purchase any of its own shares without the sanction of a Special Resolution of a separate meeting of the holders of that class. The provisions of Articles 15 and 16 shall apply to any such separate meeting as they apply to a meeting convened for the purposes mentioned in those Articles.
- 13.4. Subject to Article 13.3, the Directors shall have full power to determine the terms of any contract referred to therein, and neither the Company nor the Directors shall be required to select the shares in question rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares.
- 13.5. The rights privileges or conditions conferred upon the holders of or attaching to any share or class of shares shall be deemed not to be varied by reason only of anything done by the Company in pursuance of any resolution passed under the powers conferred by Articles 13.2 to 13.4.

14. VARIATION OF CLASS RIGHTS

Sanction to variation

- 14.1. If at any time the share capital of the Company is divided into shares of different classes, any of the rights for the time being attached to any share or class of shares in the Company (and notwithstanding that the Company may be or be about to be in liquidation) may be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as hereinafter provided (but not otherwise).

Class meetings

- 14.2. All the provisions in these Articles as to general meetings shall *mutatis mutandis* apply to every meeting of the holders of any class of shares.
- 14.3. The Board may convene a meeting of the holders of any class of shares whenever it thinks fit and whether or not the business to be transacted involves a variation or abrogation of class rights.
- 14.4. The quorum at every such meeting convened under Article 14.3 shall be not less than two persons holding or representing by proxy at least one-third of the nominal amount paid up on the issued shares of the class. Every holder of shares of the class, present in person or by proxy, may demand a poll. Each such holder shall on a poll be entitled to one vote for every share of the class held by him. If at any adjourned meeting of such holders such quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum.

Deemed variation

- 14.5. Subject to the terms of issue of or rights attached to any shares, the rights or privileges attached to any class of shares shall be deemed not to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued or by the reduction of the capital paid up on such shares or by the purchase or redemption by the Company of its own shares in accordance with the provisions of the Act and these Articles.
- 14.6. The provisions of Articles 14.2 to 14.4 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if such group of shares of the class differently treated formed a separate class.

15. GENERAL MEETINGS

- 15.1. Annual General Meetings shall be held in each calendar year (in addition to any other general meetings which may be held in that year) at such time and place as may be determined by the Directors, subject to this Article and the Act.
- 15.2. All meetings of the Company other than Annual General Meetings shall be called General Meetings. All general meetings of the Company shall be carried out in accordance with the provisions of the Statutes.
- 15.3. The Directors may, whenever they think fit, convene a General Meeting, and General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as are provided by sections 303-306 of the Act. Any meeting convened under this Article by requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
- 15.4. All general meetings of the Company (including Annual General Meetings and General Meetings called for the passing of a Special Resolution and/or an Ordinary Resolution) shall be called by not less than twenty-one days' notice in writing unless it is proposed to pass a resolution of which special notice is required by the Statutes in which case not less than 28 days' notice is required. The notice shall be exclusive of the day on which it is given and of the day of the meeting and shall specify the place, the day and hour of meeting, and in case of special business the general nature of such business. The notice shall be given to the Members (other than those who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive notice from the Company), to the Directors and to the Auditors. A notice calling an Annual General Meeting shall specify the meeting as such and the notice convening a meeting to pass a Special Resolution and/or an Ordinary Resolution as the case may be shall specify the intention to propose the Resolution as such. The notice shall also contain a statement of rights of the Members to appoint proxies in accordance with section 325 of the Act.
- 15.5. A general meeting shall, notwithstanding that it is called by shorter notice than that specified in the immediately preceding Article, be deemed to have been duly called if it is so agreed by such Members as are prescribed in such circumstances by section 307(5) the Act.
- 15.6. Every notice calling a meeting of the Company or any class of the Members of the Company shall comply with the Statutes in respect of the information to be made available to Members and there shall also appear with reasonable prominence a statement that a Member entitled to attend, speak and vote is entitled to appoint one or more proxies to attend, speak and, on a poll, vote instead of him, and that a proxy need not also be a Member, and that a member may appoint more than one proxy in relation to the meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member.
- 15.7. The accidental omission to send a notice to or the non-receipt of any notice by any Member or any Director or the Auditors shall not invalidate the proceedings at any general meeting.
- 15.8. The business of an Annual General Meeting shall be to receive and consider the profit and loss account, the balance sheet and reports of the Directors and of the Auditors, and the documents required by law to be annexed to the balance sheet, to elect Directors and officers in the place of those retiring by rotation or otherwise or ceasing to hold office pursuant to Article 30.1 and to fix their remuneration if required, to declare dividends, to appoint the Auditors (when Special Notice of the Resolution for such appointment is not required by the Statutes) and to fix, or determine the manner of the fixing of, their remuneration. All other business transacted at an Annual General Meeting and all business transacted at a General Meeting shall be deemed special.
- 15.9. Where by any provision contained in the Statutes special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than twenty-eight days (or such shorter period as the Statutes permit) before the meeting at which it is moved, and the Company shall give to its Members, subject as in these Articles provided, notice of any such resolution as provided by the Statutes.

- 15.10. Subject to the provisions of Article 15.12 in respect of adjourned meetings, for all purposes the quorum for a general meeting shall not be less than two Members present in person or by proxy. For the avoidance of doubt, a Member which is a corporation shall be present in person at any meeting if represented by its duly authorised representative.
- 15.11. No business shall be transacted at any general meeting unless the requisite quorum shall be present when the meeting proceeds to business. The appointment of a Chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.
- 15.12. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened by or upon the requisition of Members, shall be dissolved in any other case it shall stand adjourned to such time and place as the Chairman shall appoint. At any such adjourned meeting the Member or Members present in person or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. The Company shall give notice of any meeting adjourned for the want of a quorum in accordance with Article 15.17. If at an adjourned meeting a quorum as defined in Article 15 10 is not present within 15 minutes from the time appointed for the holding of the meeting, the member or members present in person or by proxy and entitled to vote upon the business to be transacted shall be a quorum and shall have the power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
- 15.13. The Chairman (if any) of the Board shall preside as Chairman at every general meeting. If there is no such Chairman, or if at any meeting he is present within fifteen minutes after the time appointed for holding the meeting, or he is unwilling to act, the Directors present shall select one of their number to be Chairman, and that failing, the Members present and entitled to vote shall choose someone of their number to be Chairman.
- 15.14. The Chairman may, with the consent of the meeting (and shall, if so directed by the meeting) adjourn any meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 15.15. If the place specified in the notice convening a meeting as the place of the meeting (hereinafter called the Specified Place) is inadequate to accommodate all members entitled to attend who wish to do so, then provided that the following requirements are satisfied the meeting shall be duly constituted and its proceedings valid. These requirements are that the Chairman of the meeting is satisfied that adequate facilities are available to ensure that any Member who is unable to be accommodated in the Specified Place is nonetheless able to participate in the business for which the meeting has been convened, to hear all persons present who speak thereat (whether personally or by microphones or loudspeakers or otherwise) whether in the Specified Place itself or elsewhere, and to be in like manner heard himself by all other Members present.
- 15.16. If the Specified Place is inadequate to accommodate all Members entitled to attend and who wish to do so then the Chairman may, in his absolute discretion, adjourn the meeting and the Chairman of the meeting shall have power to specify some other place for holding the meeting, notwithstanding that by reason of such adjournment some members may be unable to be present at such adjourned meeting. Any such person may nevertheless execute a form of proxy for the adjourned meeting and if he shall do so and shall deliver the same to the Chairman of the meeting or to the Secretary or to a member of the auditors, such proxy shall be valid notwithstanding that it is given at less notice than would otherwise be required under these Articles.
- 15.17. Whenever a meeting is adjourned for twenty-eight days or more, not less than seven clear days' notice in writing, specifying the place, the day and hour of the adjourned meeting, shall be given to the Members, to the Directors and to the Auditors, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting.

Subject to Article 15.12 and save as aforesaid it shall not be necessary to give any notice of an adjournment.

- 15.18. At any general meeting, a resolution put to the vote of the meeting shall be decided by a show of hands unless (before, or upon the declaration of the result of the show of hands) a poll be duly demanded, in accordance with the provisions of these Articles, and unless a poll be so demanded a declaration by the Chairman that the resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 15.19. In the case of an equality of votes the Chairman shall not, either on a show of hands or on a poll, have a casting vote in addition to the votes to which he may be entitled as a Member.
- 15.20. A poll may be demanded upon any question by:
- 15.20.1. the Chairman, or
 - 15.20.2. by not less than five Members present in person or by proxy and entitled to vote, or
 - 15.20.3. by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting, or
 - 15.20.4. by a Member or Members holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
- 15.21. A valid instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll, and for the purposes of Article 15.20, a demand by a proxy for a Member or other person entitled to vote shall be deemed to be a demand by that Member or other person.
- 15.22. Subject to the provisions of Article 15.23, if a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, and either at once or after an interval or adjournment (but not more than thirty days after the date of the meeting or adjourned meeting at which the poll was demanded), and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. No notice need be given of a poll not taken immediately.
- 15.23. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.
- 15.24. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

16. VOTING

- 16.1. Subject to any special terms as to voting upon which any shares may have been issued (including, without limitation, as set out in Article 4.2 in relation to the Preference Shares), or may for the time being be held, every Member present in person shall upon a show of hands have one vote and every Member present in person or by proxy shall upon a poll have one vote for every share held by him. If an order is made by any Court of competent jurisdiction on the ground of mental disorder for the detention of or for the appointment of a guardian or receiver or other person to exercise powers with respect to the affairs of a Member then such Member may vote, whether on a show of hands or on a poll, by his receiver and such receiver may, on a poll, vote by proxy.
- 16.2. If two or more persons are jointly entitled to shares for the time being conferring a right to vote, any one of such persons may vote at any meeting, either personally or by proxy, in respect thereof as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting, either personally or by proxy, the Member whose name stands

first on the Register as one of the holders of such shares, and no other, shall be entitled to vote in respect of the same.

- 16.3. No Member shall, unless the Directors otherwise determine, be entitled to be present or to vote, either in person or by proxy, at any general meeting or upon any poll, or to exercise any privilege as a Member in relation to meetings of the Company in respect of any shares held by him if either:

16.3.1. any moneys due and payable in respect of those shares remain unpaid, or

16.3.2. a Direction Notice (as defined in Article 17.1) shall have been served and not withdrawn or deemed to have been withdrawn (only if, at the time of service of the same, the Company is a public limited company, and Articles 17.1 to 17.5 (inclusive) shall be applied and construed accordingly).

17. SUSPENSION OF RIGHTS WHERE NON-DISCLOSURE OF INTERESTS

- 17.1. If any Member, or any other person appearing to be interested in shares held by such Member, has been duly served with a notice under section 793 of the Act and is in default for the prescribed period referred to in Article 17.3.2 in supplying to the Company the information thereby, required, then the Directors may in their absolute discretion at any time thereafter serve a notice (a Direction Notice) upon such Member. A Direction Notice may direct that, in respect of the shares in relation to which the default occurred (the "Default Shares") (which expression shall include any further shares which are issued in respect of such shares), the Member shall not be entitled to be present or to vote at any general meeting either personally or by proxy or to exercise any other rights conferred by membership in relation to meetings of the Company and, where the Default Shares represent at least 0.25% of the share capital of the Company, then the Direction Notice may additionally direct that:

17.1.1. in respect of the Default Shares, any dividend or other money which would otherwise be payable on such shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the Member, and/or

17.1.2. no transfer of any of the Default Shares held by such Member shall be registered unless (i) the Member is not himself in default as regards supplying the information required and (n) the transfer is of part only of the Member's holding and when presented for registration is accompanied by a certificate of the Member in a form satisfactory to the Directors to that effect that after due and careful enquiry the member is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer.

The Company shall send to each other person appearing to be interested in the shares the subject of any Direction Notice a copy of the Direction Notice, but the failure or omission by the Company to do so shall not invalidate such Direction Notice. Neither the Company nor the Directors shall in any event be liable to any person as a result of the Directors having imposed any restrictions pursuant to this paragraph if the Directors have acted in good faith.

- 17.2. Any Direction Notice shall have effect in accordance with its terms for so long as the default in respect of which it was issued continues. Any Direction Notice shall cease to have effect in relation to any shares which are transferred by such member by means of an Approved Transfer. The Directors may at any time give notice cancelling a Direction Notice, in whole or in part, or suspending, in whole or part, the imposition of any restrictions contained in the Direction Notice for a given period.

- 17.3. For the purposes of this Article 17:

17.3.1. a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification under the said section 793 of the Act which either (a) names such person as being so interested or (b) fails to establish the identities of those interested in the shares and (after taking into account the said notification and any other relevant section 793 of the Act notification) the

Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares.

- 17.3.2. the prescribed period in respect of any particular Member is 42 days from the date of service of the said notice under section 793 of the Act except where the Default Shares represent at least 0.25% of the share capital of the company in which case such period shall be reduced to 28 days, and
- 17.3.3. a transfer of shares is an approved transfer if, but only if (i) it is a transfer of shares to an offeror by way or in pursuant of acceptance of a takeover offer for a Company (as defined in section 14 of the Companies Securities (Insider Dealing) Act 1985 (as amended by the Criminal Justice Act 1993)) or (ii) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with a Member and any other persons appearing to be interested in such shares.
- 17.4. Nothing contained in this Article shall limit the powers of the Company under sections 794 to 796 of the Act or any other powers whatsoever.
- 17.5. Reference to a person being in default in supplying to the Company the information required by a notice under the said section 793 the Act includes:
 - 17.5.1. reference to his having failed or refused to give all or any part of it, and
 - 17.5.2. reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular.

18. PROXY VOTES

- 18.1. On a poll or on a show of hands votes may be given personally or by proxy in accordance with sections 285 and 324 of the Act and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way. The instrument appointing a proxy shall be in writing in the usual form, or such other form as shall be approved by the Directors (including electronic form), under the hand of the appointor or his duly constituted attorney, or if such appointor is a corporation, under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation. A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend on the same occasion provided that each proxy appointed exercises the rights attached to a different share or shares held by such Member. The Directors should send proxy forms by post (which may be at the expense of the Company and with or without provisions for their return pre-paid) subject to the extent that a Member has consented to the use of electronic / website communication and notified an electronic address for that purpose and if the Directors so decide, using electronic / website communication to all persons entitled to notice of, and to attend and vote at, any General Meeting and Annual General Meeting or at any separate meeting of the holders of any class of shares in the Company. The deposit of an instrument of proxy shall not preclude a Member from attending and voting in person at the meeting thereof or any adjournment thereof.
- 18.2. If the Directors in their discretion decide, and provided the Company complies with all applicable regulatory requirements a proxy appointment may be sent in electronic form.
- 18.3. A proxy appointment, including one sent in electronic form, gives authority for that proxy to demand or join in demanding a poll and generally to act at the meeting for the member (including speaking) making his appointment.
- 18.4. A proxy appointment that is not being sent in electronic form must be deposited at the place specified either in, or by way of note to, the notice convening the meeting or in the proxy appointment, or if no place is specified, at the Transfer Office not less than 48 hours (excluding weekends and bank holidays) before the time of the meeting or adjourned meeting or, in the case of a poll taken more than 48 hours after it is demanded, not less than 24 hours (excluding weekends and bank holidays) before the poll is taken at which the proxy appointment is to be used.

- 18.5. A proxy appointment which is being sent in electronic form must be received at an electronic address specified by the Company for the purpose of receiving communications in electronic form:
- 18.5.1. in (or by way of a note to) the notice convening the meeting, or
 - 18.5.2. in any form of proxy appointment sent out by the Company, or
 - 18.5.3. in any invitation contained in an electronic form to appoint a proxy issued by the Company, in each case not less than 48 hours (excluding weekends and bank holidays) before the time of the meeting or adjourned meeting (excluding weekends and bank holidays) at which the person named in the proxy form proposes to vote or in the case of a poll taken not more than 48 hours after it is demanded, not less than 24 hours (excluding weekends and bank holidays) before the poll is taken at which the proxy appointment is to be used.
- 18.6. A proxy appointment, including one sent in electronic form, gives authority for that proxy to demand or join in demanding a poll and to speak at, vote on a show of hands and generally to act at the meeting for the member making the appointment.
- 18.7. The time periods referred to in this Article 18 shall be construed in accordance with section 327(3) of the Act.
- 18.8. The instrument appointing a proxy, together with the power of attorney (if any) under which it is signed, or a notarially certified copy thereof, shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in any instrument of proxy sent by the Company in relation to the meeting, not less than 48 hours (excluding weekends and bank holidays) before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote and in default such instrument shall not be treated as valid.
- 18.9. An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates and shall be deemed to confer authority to demand or join in demanding a poll and shall also confer the right to speak at the meeting. No instrument of proxy shall be valid after the expiry of twelve months from the date of its execution except at a adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within twelve months from such date.
- 18.10. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or incapacity of the principal or revocation of the instrument of proxy or the authority under which it was executed or transfer of the share in respect of which the vote was given, provided no intimation in writing of the death, or incapacity, revocation or transfer shall have been received at the Office or such other place as is specified for depositing the instrument of proxy before the time for holding the meeting or the holding of a poll subsequently thereto at which such vote is given.
- 19. VARIATION OF RIGHTS**
- 19.1. Subject to the provisions of the Statutes, if at any time the capital is divided into different classes of shares all or any of the rights or privileges attached to any class may be varied or abrogated (a) in such manner (if any) as may be provided by such rights, or (b) in the absence of any such provision either with the consent in writing of the holders of at least three-quarters of the nominal amount of the issued shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise. The creation or issue of shares ranking *pari passu* with or subsequent to the shares of any class shall not (unless otherwise expressly provided by these Articles or the rights attached to such last mentioned shares as a class) be deemed to be a variation of the rights of such shares.
- 19.2. Any meeting held for the purpose of Article 19.1 shall be convened and conducted in all respects as nearly as possible in the same way as a General Meeting PROVIDED THAT (a) no Member, not being a Director, shall be entitled to notice thereof or to attend thereat unless

he is a holder of shares of the class the rights or privileges attached to which are intended to be varied or abrogated by the resolution, (b) no vote shall be given except in respect of a share of that class, (c) the quorum at any such meeting shall be at least two persons present holding or representing by proxy at least one-third in nominal value of the issued shares of the class, and at an adjourned meeting one person present holding or representing by proxy shares of the class in question or his proxy, and (d) a poll may be demanded in writing by any Member present in person or by proxy and entitled to vote at the meeting.

20. DIRECTORS AND OTHER OFFICERS

- 20.1. Unless and until otherwise determined by the Company in general meeting the number of Directors (other than alternate Directors) shall not be less than two and shall not exceed ten.
- 20.2. The non-executive Directors shall be paid out of the funds of the Company by way of fees for their services in an aggregate amount of up to £150,000 per annum.
- 20.3. The Directors shall be entitled to be repaid all reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance or their duties as Directors including any expenses incurred in attending meetings of the Board or of Committees of the Board or general meetings and if in the opinion of the Directors it is desirable that any of their number should make any special journeys or perform any special services on behalf of the Company or its business, such Director or Directors may be paid reasonable additional remuneration and expenses as the Directors may from time to time determine.
- 20.4. A Director shall not require a share qualification. A Director shall be entitled to receive notice of and attend and speak at all general meetings of the Company and at all separate general meetings of the holders of any class of shares.
- 20.5. Without prejudice to the power of the Company pursuant to these Articles the Directors shall have power at any time to appoint any person either to fill a casual vacancy or as an addition to the Board.
- 20.6. Without prejudice to any of the provisions for disqualification of Directors or for retirement by rotation contained in these Articles, the office of a Director shall be vacated if, by notice in writing delivered to the Office of the Company or tendered at a meeting of the Board, his resignation is requested by all of the other Directors and all the other Directors are not less than 3 (three) in number.

21. ALTERNATE DIRECTORS

- 21.1. Any Director may in writing under his hand or by electronic communication appoint (i) any other Director, or (n) any other person who is approved by the Board as hereinafter provided to be his alternate, and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence of the Director appointing him, to attend and vote at meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him, PROVIDED ALWAYS THAT no appointment of a person other than a Director shall be operative unless and until the approval of the Board by a majority consisting of two-thirds of the whole Board shall have been given. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid where requisite appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine, PROVIDED ALWAYS THAT if any Director retires but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. The appointment of an alternate Director shall cease and determine on the happening of any event which, if he was a Director, would render him legally disqualified from acting as a Director or if he has a bankruptcy order made against him or if he compounds with his creditors generally or if he becomes of unsound mind. An alternate Director need not hold a share qualification and shall not be counted in reckoning this maximum number of Directors allowed by the Articles of

Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

- 21.2. Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him. An alternate Director shall otherwise be subject to the provisions of these Articles with respect to Directors.

22. MANAGING AND EXECUTIVE DIRECTORS

- 22.1. Subject to the provisions of the Statutes the Directors may from time to time appoint one or more of their body to be Managing Director or Joint Managing Directors of the Company or to hold such other executive office in relation to the management of the business of the Company as they may decide either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any service contract between him and the Company and without prejudice to any claim for damages he may have for breach of any such service contract), remove or dismiss him or them from such office and appoint another or others in his or their place or places.
- 22.2. A Managing Director or such Executive Director shall be subject to the same provisions as to removal and as to vacation of office as the other Directors of the Company, and if he ceases to hold the office of Director from any cause he shall ipso facto immediately (but without prejudice as aforesaid) cease to be a Managing Director or such Executive Director.
- 22.3. The salary or remuneration of any Managing Director or such Executive Director of the Company shall, subject as provided in any contract, be such as the Board may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, or may include the making of provisions for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance benefits, or may be upon such other terms as such the Board may from time to time determine.
- 22.4. The Directors may from time to time entrust to and confer upon a Managing Director or such Executive Director for the time being the power exercisable under these Articles by the Directors, other than power to make calls or forfeit shares, as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they may think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

23. POWERS AND DUTIES OF DIRECTORS

- 23.1. The business of the Company shall be managed by the Directors who in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them may exercise all such powers, and do all such acts and things as may be exercised or done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to such directions (being not inconsistent with any regulations of these Articles or the provisions of the Statutes) as may be given by the Company in general meeting, PROVIDED THAT no direction given by the Company in general meeting shall invalidate any prior act of the Directors, which would have been valid if such direction had not been given, and the provisions contained in these Articles as to any specific power of the Directors shall not be deemed to abridge the general powers hereby given in the performance of their functions, the Directors shall comply with their duties (fiduciary or otherwise) including those as stated in the Act in accordance with section

77(1)(b) of the Act, the Directors have the power to change the name of the Company by resolution passed at a duly convened meeting of the Directors pursuant to these Articles.

- 23.2. The Directors may establish and maintain or procure the establishment and maintenance of or the participation of the Company in any non-contributory or contributory pension or superannuation or death, disablement, sickness or other benefit funds or schemes for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or other benefits to any persons who are or were at any time Directors of or in the employment or service of the Company or of any company comprised in the Group, or of any company which is or was a predecessor in business of, or the whole or any part of the undertaking of which has become immediately vested in, the company or any such other company as aforesaid, or of any company allied or associated with the Company or any company within the Group, and to the wives, husbands, widows, widowers, children and other relatives and dependants of any such person, and may make payments for or towards the insurance of any such persons as aforesaid, and may establish maintain, support, subscribe to and contribute to all kinds of schemes, trusts and funds for the benefit of or calculated to be for the benefit of or to advance the interests and well-being of any company comprised within the Group, or of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any company comprised in the Group. Any Director holding or who has held such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, allowance or benefit (whether under any such fund, scheme, insurance or otherwise). A Director or former Director shall not be accountable to the Company or the members for any benefit of any kind conferred under or pursuant to this Article and the receipt of such benefit shall not disqualify any person from being or becoming a Director.
- 23.3. The Directors may establish, maintain, support and subscribe to and contribute to all kinds of trusts, funds and schemes including but without prejudice to the generality of the foregoing share option, profit sharing and share incentive schemes and enter into any other arrangement permitted by law for the benefit of such persons referred to in Article 23.2 hereof or any of them or any class of them and so that any Director shall be entitled to receive and retain any benefit under any such trust, fund, scheme, or arrangement.
- 23.4. A Director may hold any other office or place of profit under the Company except that of Auditor in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other Article. No Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either in regard to such other office or place of profit or as vendor, purchaser or otherwise. Subject to the provisions of the Statutes and save as therein provided no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be avoided, nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the company for any profit realised by any such contract, arrangement, transaction or proposal by reason of such Director holding that office or of the fiduciary relationship thereby established subject to the nature and extent of the Director's direct or indirect interest having been disclosed by him to the other Directors and authorisation being obtained from the Directors for the above in accordance with the provisions of the Statutes.
- 23.5. Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or any other proposal whatsoever in which he has any direct or indirect interest otherwise than by virtue of his interests in shares. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

24. DIRECTORS' CONFLICTS OF INTEREST

- 24.1. Subject to the provisions of the Act and for the purposes of section 175 of the Act, the Directors may authorise in such manner and on such terms as they think fit any matter

proposed to it in which a Director and/or any connected persons of a Director has or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company. Where such authorisation has been given, the duty of the Director in question to avoid conflicts of interest shall not be infringed in relation to that matter. Any such authorisation as described in this Article 24 will be effective only if:

- 24.1.1. any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director, and
 - 24.1.2. the matter was authorised without their voting or would have been authorised if their votes had not been counted.
- 24.2. The Board may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions it expressly imposes but such authorisation is otherwise given to the fullest extent permitted.
- 24.3. The Board may vary or terminate any such authorisation at any time.
- 24.4. For the purposes of this Article 24 a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 24.5. Where a Director has or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company and that conflict or possible conflict of interest has been authorised by the Company or by the Directors in accordance with Article 24, subject to the terms on which any authorisation has been given:
- 24.5.1. the Director in question may absent himself from meetings of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed, or from the discussion of any such matter at a meeting or otherwise,
 - 24.5.2. the Director in question may make arrangements not to receive or read documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company, and/or
 - 24.5.3. the Director in question may act in any way authorised by any guidance for dealing with conflicts of interest issued by the Directors from time to time,
- for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists and by so doing, the Director in question shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 Companies Act 2006.

25. DIRECTORS' INTERESTS

- 25.1. A Director shall (in the absence of some other material interest other than as indicated in this Article 25.1) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:
- 25.1.1. the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries,
 - 25.1.2. the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,
 - 25.1.3. any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub- underwriting thereof,
 - 25.1.4. any contract, arrangement, transaction or other proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever provided that he is not the holder of or beneficially interested in one per cent or more of any class of the equity share capital

of such company (or of a third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article to be a material interest in all circumstances),

- 25.1.5. any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme or employees' share scheme under which he may benefit and which either relates to both employees and Directors of the Company or has been approved by or is subject to and conditional upon approval by the Board of the Inland Revenue for taxation purposes,
- 25.1.6. any contract, arrangement, transaction or proposal concerning the adoption modification or operation of any scheme for enabling employees including full time Executive Directors of the Company and/or any subsidiary to acquire shares of the Company or any arrangement for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits in a similar manner to employees and which does not accord to any Director as such any privilege not accorded to the employees to whom the scheme relates, and
- 25.1.7. any arrangement for purchasing or maintaining for any officer or auditor of the Company or any of its subsidiaries insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, breach of duty or breach of trust for which he may be guilty in relation to the Company or any of its subsidiaries of which he is a director officer or auditor.
- 25.2. A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company or other entity in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof.
- 25.3. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company or other entity in which the Company is interested, such proposals shall be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under Article 25.2) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 25.4. If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fully disclosed.
- 25.5. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors or other officers or servants of such company or voting or providing for the payment of remuneration to such officers or servants).
- 25.6. A Director may continue or become a director or other officer, servant or member of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any remuneration or other benefits derived as director or other officer, servant or member of such company.
- 25.7. The Directors may exercise the powers conferred upon the Company by section 129 of the Act with regard to the keeping of an overseas branch Register, and the Directors may (subject to the provisions of that section) make and vary such regulations as they may think fit respecting the keeping of any such register.

25.8. The Directors may at any time require any corporate Member to furnish any information, supported (if the Directors so require) by a statutory declaration, which they may consider necessary for the purpose of determining whether or not such Member is one to which sections 423 to 430 (both inclusive) of and schedule 19 to the Income and Corporation Taxes Act 1988 (or any statutory modification or re-enactment thereof for the time being in force) applies.

26. PRESIDENT

26.1. The Directors may from time to time appoint a President of the Company (who need not be a Director of the Company) and may determine his duties and remuneration and the period for which he is to hold office.

27. LOCAL MANAGEMENT

27.1. The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality within the United Kingdom in such manner as they think fit, and the provisions contained in the three next following sub-articles shall be without prejudice to the general powers conferred by this Article:

27.1.1. the Directors from time to time, and at any time, may establish any local board or agencies for managing any of the affairs of the Company in any such specified locality, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration and the Directors from time to time, and at any time may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, other than the power of making Calls, and may authorise the members for the time being of any such local Board, or any of them, to fill up the vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation,

27.1.2. the Directors may at any time and from time to time by power of attorney under the Seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit, and

27.1.3. any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

28. BORROWING POWERS

28.1. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligations of the Company or any third party.

28.2. The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries so as to secure (as regards subsidiaries so far as by such exercise they can secure) that the aggregate amount at any one time owing or deemed to be owing by the Company and its subsidiaries to persons outside the group in respect of moneys borrowed shall not at any time without the previous sanction of an Ordinary Resolution of the Company in general meeting exceed a sum equal to 50 per cent of the Net Assets of the Company from time to time.

- 28.3. No debt incurred or security given in respect of moneys borrowed in excess of the limit hereby imposed shall be invalid or ineffectual except in the case of express notice at the time when the debt was incurred or security given that the limit hereby imposed has been exceeded.
- 28.4. The Directors may exercise all the powers of the Company to borrow or raise money upon or by the issue or sale of any bonds, debentures, or securities, and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as they may think proper, including a right for the holders of bonds, debentures, or securities, to exchange the same for shares in the Company of any class authorised to be issued, subject to the limit set out in Article 28.4.
- 28.5. Subject as aforesaid the Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage of or charge upon all or any part of the undertaking or property of the Company, both present and future, and upon any capital remaining unpaid upon the shares of the Company whether called up or not, or by any other security, and the Directors may confer upon any mortgagees or person in whom any debenture or security is vested, such rights and powers as they think necessary or expedient, and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or raised, and confer upon the trustees or any receiver to be appointed by them or by any debenture-holder such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company or the management or the realisation thereof or the making, receiving, or enforcing of Calls in respect of unpaid capital, and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.
- 28.6. The Directors may give security for the payment of any moneys payable by the Company in like manner as for the payment of moneys borrowed or raised, but in such case the amount shall for the purpose of the above limitation be reckoned as part of the money borrowed.
- 28.7. The Directors shall keep a Register of Charges in accordance with the Statutes and the fee to be paid by any person other than a creditor or Member of the Company for each inspection of the Register of Charges to be kept under the Act shall be the fee prescribed in accordance with the Companies Act 2006.
- 28.8. For the purposes of this Article 28, the Preference Shares shall be excluded from the definition of "Borrowings".

29. DISQUALIFICATION OF DIRECTORS

29.1. The office of a Director shall be vacated:

- 29.1.1. if not being a Managing Director or Executive Director holding office as such for a fixed period a Director delivers to the Board or to the Secretary a notice in writing of his resignation of his office of Director, or
- 29.1.2. if a Director ceases to be a Director by virtue of any provision of the Statutes or becomes prohibited by law from being a Director, or
- 29.1.3. if a Director becomes bankrupt, or compounds with his creditors generally, or
- 29.1.4. if an order is made by any Court of competent jurisdiction on the ground of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his affairs, or
- 29.1.5. if not having leave of absence from the Directors he or his alternate (if any) fail to attend the meetings of the Directors for six successive months (unless prevented by illness, unavoidable accident or other cause which may seem to the Directors to be sufficient) and the Directors resolve that his office be vacated.

30. RETIREMENT, ELECTION AND APPOINTMENT OF DIRECTORS

- 30.1. The Company at any general meeting at which any Directors retire, may subject to any resolution reducing the number of Directors, fill up the vacated offices by electing a like number of persons to be Directors and may fill up any other vacancies.
- 30.2. If at any general meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, then, subject to any resolution reducing the number of Directors, the retiring Directors, or such of them as have not had their places filled up shall, if willing, continue in office until the dissolution of the Annual General Meeting in the next year, unless, as regards any particular Director, a resolution for his re-election shall have been put to the meeting and lost.
- 30.3. A resolution for the appointment of two or more persons as Directors by a single resolution shall be void unless a resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it.
- 30.4. No person except a retiring Director shall be elected a Director (unless recommended by the Directors for election) unless notice in writing shall be sent to the Secretary not more than twenty-eight days and not less than seven days before the day of the meeting at which the election is to take place, signed by a Member duly qualified to attend and vote at each meeting stating the name and address of the person who offers himself or is proposed as a candidate, together with a notice in writing signed by such person of his willingness to be elected.
- 30.5. The Company in general meeting may from time to time as special business increase or reduce the number of Directors (subject to Article 20.1) and may also determine in what rotation such increased or reduced number is to go out of office and without prejudice to the provisions of these Articles, may in general meeting appoint any person to be a Director either to fill a casual vacancy or as an additional Director.
- 30.6. Without prejudice to the provisions of the Statutes, the Company may by Ordinary Resolution remove any Director before the expiration of his term of office.
- 30.7. The Company may by Ordinary Resolution appoint another person in place of the Director removed pursuant to the provisions of the Statutes or Ordinary Resolution, and the person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed, but this provision shall not prevent him from being eligible for re-election.

31. PROCEEDINGS OF DIRECTORS AND COMMITTEES

- 31.1. The Directors may meet together in person or by telephone (provided that all parties to the meeting can hear each other) for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum. Participation in a meeting by telephone shall be deemed to constitute presence in person at such meeting and any person so participating shall be entitled to vote and be counted in a quorum accordingly. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the Chairman shall have a second or casting vote. One Director may, and the Secretary shall at the request of a Director, at any time summon a meeting of the Directors.
- 31.2. Notice of meetings of the Board shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other 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 writing to him at his last known address or any other address given by him to the Company for this purpose, whether or not out of the United Kingdom.
- 31.3. The Directors may elect a Chairman or Joint Chairman and one or more deputy Chairmen of their meetings (who may also be an executive officer in relation to the management or the business of the Company) and determine the period for which he is or they are to hold office,

but if no such Chairman or deputy Chairman is elected, or if at any meeting neither the Chairman nor a deputy Chairman is present at the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

- 31.4. A duly convened meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under these Articles for the time being vested in or exercisable by the Directors generally.
- 31.5. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as effective for all purposes as a resolution of those Directors passed at a meeting duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors PROVIDED THAT such a resolution need not be signed by an alternate Director if it is signed by the Director who appointed him.
- 31.6. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit.
- 31.7. All committees shall in the exercise of the powers delegated to them and in the transaction of business, conform to any mode of proceedings and regulations which may be prescribed by the Directors, and subject thereto may regulate their proceedings in the same manner as the Directors may do.
- 31.8. The Directors shall cause minutes to be made of the following matters, namely:
 - 31.8.1. of all appointments of officers, and committees made by the Directors, and of their salary or remuneration,
 - 31.8.2. of the names of Directors present at every meeting of the Board or of committees of Directors, and all business transacted at such meetings, and
 - 31.8.3. of all orders, resolutions and proceedings of all meetings of the Company of the holders of any class of shares in the Company and of the Directors and committees of the Directors.

Any such minute as aforesaid, if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.

- 31.9. All acts done by a meeting of the Directors, or of a committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office be as valid as if every such person had been duly appointed, and were duly qualified and had continued to be a Director.

32. ASSOCIATE DIRECTORS

- 32.1. The Directors may from time to time appoint any person who is for the time being a manager or other officer or employee of the Company or of any subsidiary of the Company to be an "Associate Director" of the Company upon the terms of this Article.
- 32.2. An Associate Director shall not be required to hold any share qualification and save as otherwise agreed between him and the Company his appointment as an Associate Director shall not affect the terms and conditions of his employment by or service with the Company or any subsidiary of the Company in any other capacity, whether as regards duties, remuneration or otherwise, and, save as aforesaid, his office as Associate Director shall be vacated:
 - 32.2.1. if he becomes of unsound mind or bankrupt or compounds with his creditors, or
 - 32.2.2. if he resigns his office, or

- 32.2.3. if he ceases to be in the employment or service of the Company or a subsidiary of the Company, or
- 32.2.4. if he is removed from office by a resolution of the Directors.
- 32.3. The appointment, continuance in office, removal, powers, duties, and remuneration of any Associate Director shall be determined by the Directors who shall have full power to make such arrangements, not being inconsistent with the provisions of this Article, as they may think fit.
- 32.4. An Associate Director shall not except with the approval of the Directors and to the extent of any such approval:
- 32.4.1. have any right of access to the books of the Company,
- 32.4.2. be entitled to receive notice of or to attend at meetings of the Directors or of any committee of the Directors,
- 32.4.3. be entitled to participate in any other respect in the exercise of the collective powers or duties of the Directors or to exercise any of the powers or rights of a Director individually under these Articles.
- 32.5. An Associate Director shall in no circumstances be entitled to vote at any meeting of the Directors or any committee of Directors.
33. **SECRETARY**
- 33.1. Subject to the provisions of the Statutes, the Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors but without prejudice to any claim for damages for breach of contract of service between him and the Company. If thought fit, two or more persons may be appointed as Joint Secretaries and the Directors may also appoint from time to time, on such terms as they think fit one or more assistant or deputy secretaries.
34. **AUTHENTICATION OF DOCUMENTS**
- 34.1. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and where any books, records, documents or accounts are elsewhere than at the Office, the Local Manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.
- 34.2. A document purporting to be a copy of a resolution of the Directors which is certified as such shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.
35. **RESERVES, DIVIDENDS AND MISCELLANEOUS RESERVES**
- 35.1. Subject to the Statutes the Directors may before recommending any dividends whether preferential or otherwise carry to reserve out of the profits of the Company such sums as they think proper. All sums standing to reserve may be applied from time to time in the discretion of the Directors for meeting depreciation or contingencies or for special dividends or bonuses or for equalising dividends or for repairing, improving or maintaining any of the property of the Company or for such other purposes as the Directors may think conducive to the objects of the Company or any of them and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. Any sum which the Directors may carry to reserve out of the unrealised profits of the Company shall not be mixed with any

reserve to which profits available for distribution have been carried. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.

36. DIVIDENDS AND OTHER PAYMENTS

- 36.1. Subject to Article 4.2 and subject as hereinafter provided, the Company in general meeting may (1) by Ordinary Resolution of the Ordinary Shareholders declare an Ordinary Dividend to be paid to the Ordinary Shareholders according to their respective rights and interests in the profits, and (2) by Ordinary Resolution of the Ordinary Shareholders and by separate Ordinary Resolution of the Preference Shareholders declare a Special Dividend to be paid to the Ordinary Shareholders according to their respective rights and interests in the profits, provided that in either case no larger dividend shall be declared than is recommended by the Directors.
- 36.2. No dividend or other moneys payable by the Company shall bear interest as against the Company.
- 36.3. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of Calls shall be treated for the purpose of this Article as paid up on the share. Subject as aforesaid 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 carries any particular rights as to dividends such share shall rank for dividend accordingly.
- 36.4. In case several persons are registered as joint holders of any share any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.
- 36.5. The Directors may from time to time pay an interim dividend to the Ordinary Shareholders, subject to approval by Ordinary Resolution of the Ordinary Shareholders in the case of an Ordinary Dividend and by Ordinary Resolution of the Ordinary Shareholders and by separate Ordinary Resolution of the Preference Shareholders in the case of a Special Dividend.
- 36.6. No dividend or interim dividend shall be payable except in accordance with the provisions of the Statutes.
- 36.7. Save as set out in Article 4.2, all dividends, interest or other sums payable unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. Save as set out in Article 4.2 and subject to resolution by the Board, all dividends unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.
- 36.8. Every dividend shall belong and be paid (subject to the Company's lien) to those Members who shall be on the Register at the date fixed by the Directors for the purpose of determining the persons entitled to such dividend (whether the date of payment or some other date) notwithstanding any subsequent transfer or transmission of shares.
- 36.9. The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all such sums as may be due from him to the Company on account of Calls or otherwise in relation to shares of the Company.
- 36.10. The Company may pay any dividend interest or other sum payable in cash or by direct debit, bank transfer, cheque, dividend warrant, or money order and may render the same by post to the Members or persons entitled thereto, and in case of joint holders to the Member whose name stands first in the Register, or to such person and address as the holder or joint holders may direct, and the Company shall not be responsible for any loss of any such cheque, warrant, or order. Every such cheque, warrant, or order shall be made payable to the order of

the person to whom it is sent, or to such person as the holder or joint holders may in writing direct, and the payment of the cheques, warrant or order shall be a good discharge to the Company.

- 36.11. Any general meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid-up shares or debentures of any other company, and the Directors shall give effect to any such direction PROVIDED THAT no such distribution shall be made unless recommended by the Directors. Where any difficulty arises with regard to the distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments may be made to any Members upon the footing of the value so fixed, in order to adjust the rights of all parties, and may vest any such assets in trustees upon trust for the persons entitled to the dividend as may seem expedient to the Directors.

37. **SCRIP DIVIDENDS**

- 37.1. Subject to Article 4.3, the Directors may, with the prior sanction of an Ordinary Resolution of the Company, offer Members the right to elect to receive in respect of all or part of their holding of shares, additional shares credited as fully paid instead of cash in respect of all or part of such dividend or dividends and (subject as hereinafter provided) upon such terms and conditions and in such manner as may be specified in such Ordinary Resolution. The Ordinary Resolution shall confer the said power on the Directors in respect of all or part of a particular dividend or in respect of all or any dividends (or any part of such dividends) declared or paid within a specified period but such period may not end later than the date of the Annual General Meeting next following the date of the general meeting at which such Ordinary Resolution is passed.
- 37.2. When such right to elect is to be offered to members pursuant to this Article, the Directors shall notify Members of the said right and shall make available to or provide Members with forms of election (in such form as the Directors may approve) whereby the Members may exercise such right.
- 37.3. Each Member who elects to receive additional shares shall be entitled to receive such whole number of additional shares, calculated at the issue price for each such share and ignoring any fraction of an additional share, as is nearly as possible equal to (but not in excess of) the cash amount of the dividend which such Member would otherwise have received.
- 37.4. Following election by Members in accordance herewith, the Directors shall appropriate out of the profits of the Company available for distribution in accordance with the Act an amount equal to the aggregate nominal value of the number of shares required to be allotted to Members who have given notice of election as aforesaid and shall apply such amount in paying up in full such number of additional shares. The obligation of the Directors to make such appropriation in respect of the shares of a particular Member shall be subject to the right of the Directors under these Articles to retain any dividend or other moneys payable on or in respect of the shares of such Member.
- 37.5. The shares so allotted credited fully paid shall not be entitled to participate in the dividend then being declared or paid but shall in all other respects rank *pari passu* with the fully paid shares then in issue.
- 37.6. The Directors may on any occasion determine that the rights of election hereunder shall be subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to legal or practical problems under the laws of or the requirements of any recognised regulatory body or any stock exchange in any territory.
- 37.7. The Directors may undertake and do such acts and things as they may consider necessary or expedient for the purpose of giving effect to the provisions of this Article including (without limiting the foregoing) making such provisions as they may think fit in relation to any fraction of any share (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members).

38. CAPITALISATION OF PROFITS

38.1. The Directors may with the authority of an Ordinary Resolution:

- 38.1.1. subject as hereinafter provided, resolve to capitalise any undivided profits of the Company (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of the Company's share premium account or capital redemption reserve funds,
- 38.1.2. appropriate the profits or sum resolved to be capitalised to the Members in proportion to the nominal amount of Ordinary Shares (whether or not fully paid) held by them respectively, and apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to such profits or sum, and allot and distribute such shares or debentures credited as fully paid up to and amongst such Members, or as they may direct, in the proportion aforesaid, or partly in one way and partly in the other PROVIDED THAT the share premium account and the capital redemption reserve fund and any such profits which are not available for distribution may, for the purpose of this Article, only be applied in the paying up of unissued shares to be issued to Members credited as fully paid, and FURTHER PROVIDED THAT in the case where any sum is applied in paying amounts for the time being unpaid on any shares of the Company or in paying up in full debentures of the Company the amount of the net assets of the Company at that time is not less than the aggregate of the called up share capital of the Company and its undistributable reserves and would not be reduced below that aggregate by the payment thereof as shown in the latest audited accounts of the Company or such other accounts as may be relevant,
- 38.1.3. resolve that any shares allotted under this Article to any Member in respect of a holding by him of any partly paid Ordinary Shares shall, so long as such Ordinary Shares remain partly paid rank for dividends only to the extent that such partly paid Ordinary Shares rank for dividend,
- 38.1.4. make such provisions by the issue of fractional certificates or by payment in cash or otherwise as the Directors think fit in the case of shares or debentures becoming distributable under this Article in fractions,
- 38.1.5. authorise any person on behalf of all the Members concerned to enter into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled upon such capitalisation (any agreement made under such authority being thereupon effective and binding on all such Members), and
- 38.1.6. generally do all acts and things required to give effect to such resolution as aforesaid.

38.2. Notwithstanding the provisions of Article 38.1, the directors may, if they are so authorised by an ordinary resolution:

- 38.2.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- 38.2.2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the holders of any class of shares in the capital of the Company and in proportion, as nearly as may be, to the number of shares of that class held by those holders to which the capitalised sum will be applied.

38.3 Notwithstanding any other provision of these Articles, capitalised sums must be applied:

- 38.3.1 on behalf of the persons entitled; and

- 38.3.2 in the same proportions, as nearly as may be, as the number of shares of the relevant class (to which the capitalised sums will be applied) bears to the total number of shares of the relevant class (to which the capitalised sums will be applied) in issue at the relevant time or in such proportions as may be specified and authorised in any ordinary resolution.
- 38.4 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted, credited as fully paid, to the persons entitled or as they may direct.
- 38.5 A capitalised sum which was appropriated from profits available for distribution may be applied:
- 38.5.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or
- 38.5.2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 38.6 Subject to the Articles, the directors may:
- 38.6.1 apply capitalised sums in accordance with Articles 38.3 and 38.4 partly in one way and partly in another;
- 38.6.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issue of fractional certificates or making of cash payments or disregarding fractional entitlements); and
- 38.6.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.
39. **RECORD DATES**
- 39.1. Notwithstanding any other provision of these Articles the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before any date on which such dividend, distribution, allotment or issue is paid or made and on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared.
40. **ACCOUNTS**
- 40.1. The Directors shall from time to time determine whether and to what extent and at what time and places, and under what conditions or regulations the accounting records of the Company, or any of them, shall be open to the inspection of the Members, and no Member shall have any right of inspecting any accounting record or other document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting. The Register shall be open for inspection by any Member or other person entitled to inspect the same, and any person other than a Member inspecting the same shall pay a fee in accordance with the fees prescribed under the Companies Act 2006.
- 40.2. A printed copy of every profit and loss account and balance sheet, including all documents required by law to be annexed to the balance sheet which is to be laid before the Company at the applicable general meeting, together with copies of the Directors' and of the Auditors' reports shall (in accordance with and subject as provided by the Statutes) not less than twenty-one clear days before the date of the meeting be sent to every Member (whether he is or is not entitled to receive notices of meetings of the Company) and every holder of debentures of the Company (whether he is or is not entitled) and the Auditors and all other persons, being persons so entitled PROVIDED THAT the Company shall not be required to send copies of the documents as aforesaid in any case where the Company is entitled to and does serve a summary financial statement in accordance with section 426 of the Act.
41. **SEALS**

- 41.1. Subject to Article 41.3 the Directors shall provide a Seal and shall have power from time to time to destroy the same and to substitute a new seal in lieu thereof.
- 41.2. The Directors may resolve (if it shall be lawful) that the Company shall not have a Seal.
- 41.3. The Directors may exercise the powers conferred on the Company by the Act with regard to having an official Seal solely for sealing documents creating or evidencing securities of the Company. Any such documents to which such Seal is affixed need not be signed by any person.
- 41.4. The Directors shall provide for the safe custody of every seal (if any) of the Company. The Seal (if any) shall never be affixed to any document except by the authority of a resolution of the Directors which authority may be of a general nature and need not apply only to specific documents or transactions. Subject as in this Article provided two Directors or one Director and the Secretary or some other person authorised by a resolution of the Directors shall sign autographically every instrument to which the Seal shall be affixed and in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed. As regards certificates for shares, stock or debenture or loan stock (except where the trust deed constituting any debenture stock or loan stock provides to the contrary) or representing any other form of security of the Company to which an official seal of the Company is required to be affixed, the Directors may by resolution determine that such signatures shall be dispensed with or affixed by some method or system such as a mechanical or electrical signature.
- 41.5. Subject to the provisions of the Act, any instrument signed by a Director and the Secretary or by two Directors and expressed (in whatever form of words) to be executed by the Company as a deed shall have the same effect as if executed under the Seal, if its execution in that way is authorised by the Directors or a committee of Directors authorised to do so by the board of Directors.
- 42. **BILLS, NOTES, CHEQUES AND RECEIPTS**
- 42.1. The Directors may draw, make, accept, or endorse, or authorise any other person or persons to draw, make, accept, or endorse any cheques, bills of exchange, promissory notes or other negotiable instrument which shall be signed by such persons or person as the Directors may appoint for the purpose.
- 43. **NOTICES**
- 43.1. Any notice, document or information (including a share certificate) may be given or delivered by the Company to any member entitled to receive the same by the Company either:
 - 43.1.1. personally,
 - 43.1.2. by sending it through the post in a prepaid envelope addressed to that member at his registered address or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices, documents or information or by delivering it to such address addressed to that member,
 - 43.1.3. subject to the member consenting to the giving or delivery of that notice, document or information, using electronic communications, by giving it using electronic communications to an electronic address for the time being notified to the Company by that member for general or specific purposes, or
 - 43.1.4. subject to the provisions of the Act, by making it available on a website provided that the requirements in Article 43.2 are satisfied.
- 43.2. The requirements referred to in Article 43.1.4 are:
 - 43.2.1. the member has agreed (generally or specifically) that the notice, document or information may be sent or supplied to him by being made available on a website (and has not revoked that agreement), or the member has been asked by the Company to agree that the Company may send or supply notices, documents and information

generally, or the notice, document or information in question, to him by making it available on a website and the Company has not received a response within the period of 28 days beginning on the date on which the Company's request was sent and the member is therefore taken to have so agreed (and has not revoked that agreement),

- 43.2.2. the member is sent notification of the presence of the notice, document or information on a website, the address of that website, the place on that website where it may be accessed, and how it may be accessed (in each case a notification of availability),
 - 43.2.3. in the case of a notice of meeting, the notification of availability states that it concerns a notice of a company meeting, specifies the place, time and date of the meeting, and states whether it will be an Annual General Meeting,
 - 43.2.4. the notice, document or information continues to be published on that website, in the case of a notice of the meeting, throughout the period beginning with a date of the notification of availability and ending with the conclusion of the meeting and in all the cases throughout the period specified by any applicable conclusion of the Act, or, if no such period is specified, throughout the period of 28 days beginning with the date on which the notification of availability is sent to the member, save that if the notice, document or information is made available for part only of that period then failure to make it available throughout that period shall be disregarded where such failure is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- 43.3. A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices shall not be entitled to receive any notice, document or information from the Company except to the extent that the Company intends to give a notice, document or information using electronic communications and the member has consented to the giving or delivery of that notice, document or information by electronic communications (or by being made available on a website) and he has notified the Company of an electronic address for that purpose.

44. SERVICE OF NOTICES

- 44.1. In relation to deemed service or receipt of any notice, document or information, it shall be deemed to have been served or received:
- 44.1.1. if given or sent by post (including if contained in electronic format, such as CD-ROM or audiotape, and sent by post), on the day following the day on which it was posted unless it was sent by second class post in which case it shall be deemed to have been given on the second day after it was posted (and in proving such service it shall be sufficient to prove that the envelope containing the notice, document or information was properly addressed, prepaid and posted);
 - 44.1.2. if given by advertisement, on the day on which the advertisement appears;
 - 44.1.3. if given or sent using electronic communications, at the expiration of 24 hours after it was sent (and in proving such service it shall be sufficient to prove that the notice, document or information was sent in accordance with the ICSA Guidelines); or
 - 44.1.4. if given by making it available on a website, on the date on which notification of availability on the website is deemed to have been received in accordance with these Articles, or if later, the date on which it is first made available on the website.
- 44.2. Where a notice, document or information to be given or sent using electronic communications has failed to be transmitted after two attempts made in accordance with the ICSA Guidelines then, that notice, document or information shall nevertheless be deemed to have been sent for the purposes of Article 44.1.3, that failure shall not invalidate any meeting or other proceeding to which the notice or document relates. As soon as practicable and in any event within 48 hours (excluding weekends and bank holidays) of the original attempt a duplicate of

the relevant notice, document or information shall be sent through the post to the member to his last known address for the service of notices.

- 44.3. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post such general meeting may be convened by notice advertisement which shall be inserted once in at least one leading national daily newspaper. Any notice given by advertisement shall be deemed to have been served immediately before noon on the day on which the advertisement (or if more than one, the later or latest) appears.
- 44.4. In respect of joint holdings all notices, documents and information shall be given to the joint holder whose name stands first in the Register in respect of such joint holding, and notice so given shall be sufficient notice to all the joint holders. For that purpose, a joint holder having no registered address in the United Kingdom for the service of notices shall be disregarded except to the extent that the Company intends to give a notice, document or information using electronic communications or by making it available on a website and the joint holder has consented (binding upon all joint holders) to the giving or delivery of that notice, document or information by electronic communications or by it being made on a website and he has notified the Company of an electronic address for that purpose.
- 44.5. A person entitled to a share in consequence of the death or bankruptcy of a Member, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share together with an address within the United Kingdom for the service of notices (or, in relation to any notice, document or information which that person consents to receive and the Company intends to give or send using electronic communications, an electronic address for that purpose), shall be entitled to have served upon or delivered to him at such address any notice, document or information to which the Member (but for his death or bankruptcy) would have been entitled, and that service or delivery shall for all purposes be deemed a sufficient service or delivery of that notice, document or information on all persons interested (whether jointly with or as claiming through or under him) in the share. Except as already provided, any notice, document or information delivered or sent by post to, left at or given using electronic communications (including website communication) to the address or electronic address, as applicable, of any Member in pursuance of these Articles shall, even if the Member is then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or first-named joint holder.

45. UNTRACED SHAREHOLDERS

- 45.1. The Company shall be entitled to sell at the best price reasonably obtainable any share or stock of a Member or any share or stock to which a person is entitled by transmission if and provided that:
- 45.1.1. for a period of twelve years (during which time at least three dividends shall have become payable in respect of such share or stock) no cheque or warrant sent by the Company through the post in a prepaid letter addressed to the Member or to the person entitled by transmission to the share or stock at his address on the Register or other the last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from a Member or the person entitled by transmission, and
- 45.1.2. the Company has at the expiration of the said period of twelve years by advertisement in both a leading national daily newspaper and in a newspaper circulating on the area in which the address referred to in Article 45.1.1 is located given notice of its intention to sell such share or stock, and
- 45.1.3. the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission.

To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such share or stock and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by the transmission to such share or stock. The Company shall account to the Member or other person entitled to such share or stock for the net proceeds of such sale by carrying all monies in respect thereof and in respect of any unclaimed dividends, capital repayments or other such obligations to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

46. DESTRUCTION OF DOCUMENTS

46.1. The Company may destroy:-

- 46.1.1. any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation,
- 46.1.2. any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate variation cancellation or notification was recorded by the Company,
- 46.1.3. any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration, and
- 46.1.4. any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it,

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly sealed and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document in accordance with the recorded particulars thereof in the books or records of the Company PROVIDED ALWAYS THAT:

- 46.1.5 the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim,
- 46.1.6 nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso in Article 46.1.5 above are not fulfilled, and
- 46.1.7 references in this Article to the destruction of any document include references to its disposal in any manner.

47. DIVISION OF ASSETS IN SPECIE

- 47.1. A liquidator on any winding-up of the Company (whether voluntary or under supervision or compulsory) may with the authority of a resolution, divide among the Members in kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind, or shall consist of properties of different kinds, and for such purpose may set such value as he deemed fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between Members or classes of Members but so that if any such division shall be otherwise than in accordance with the existing rights of the Members, every Member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed in accordance with section 110 of the Insolvency Act 1986.

48. PROVISION FOR EMPLOYEES

- 48.1. The Company shall exercise the power conferred upon it by section 247 of the Act only with the prior sanction of a Special Resolution. If at any time the capital of the Company is divided into different classes of shares, the exercise of such power as aforesaid shall be deemed to be a variation of the rights attached to each class of shares and shall accordingly require the prior consent in writing of the holders of three-fourths in nominal value of the issued shares of each class or the prior sanction of a Special Resolution passed at a separate meeting of the holders of the shares of each class convened and held in accordance with the provisions of Article 19.

49. **INDEMNITY**

- 49.1. Subject to the provisions of the Statutes, every Director or other officer for the time being of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto.

50. **SCHEME OF ARRANGEMENT**

- 50.1 In this Article expressions defined in the scheme of arrangement dated 2 October 2017 under Part 26 of the Companies Act 2006 between the Company and the holders of the Scheme Shares, as it may be modified or amended in accordance with its terms, have the same meanings in this Article. These expressions include "East", "New Shares", "Scheme Record Time", "Scheme", "Scheme Shares", "Voting Record Time", "West Court Meeting" and "West Shares".
- 50.2 If the Company issues any West Shares on or after the Voting Record Time and prior to the Scheme Record Time, such shares shall be subject to the terms of the Scheme and shall be Scheme Shares for the purposes of the Scheme and this Article. The original or any subsequent holder of such shares shall be bound by the Scheme accordingly.
- 50.3 Notwithstanding any other provision of these Articles, if after the Scheme Record Time any West Shares are issued to any person (**New Member**), other than to East or to any other person identified by written notice from East to the Company as East's nominee(s) and/or designated subsidiary, such New Member (or any subsequent holder) will, provided the Scheme has become Effective, be obliged to transfer, and East shall be obliged to acquire all the West Shares held by the New Member (or any subsequent holder) (**Disposal Shares**), to East or to such other person as East may otherwise direct. The consideration payable by East for each Disposal Share transferred to it shall be the allotment and issue or transfer by East to the New Member of such number of New Shares as that New Member would have been entitled to had the Disposal Shares been Scheme Shares.
- 50.4 To give effect to any transfer of Disposal Shares required by this Article, East may appoint any person to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member concerned (or any subsequent holder of such shares) in favour of East and the Company may give a good receipt for the purchase price of the Disposal Shares and may register East as their holder and issue to East certificates for them. The Company shall not be obliged to issue a certificate to the New Member for the Disposal Shares. Any New Shares issued to the New Member pursuant to Article 50.3 shall be credited as fully paid up and shall rank *pari passu* in all respects with all other East Shares of the same class in issue at that time.

51. **DEFERRED SHARES**

- 51.1 The Deferred Shares shall rank equally in all respects with other Deferred Shares.
- 51.2 The Deferred Shares shall not confer on the holders thereof any rights or rights to:
- (a) transfer or transmit any Deferred Shares to any person (and the directors will not register any transfer) except for a transfer made pursuant to Article 51.4;

- (b) receive notice of, attend, speak or vote at a general meeting of the Company or to vote on any written resolution of the Company; or
 - (c) receive dividends or other distributions or otherwise participate in the profits of the Company.
- 51.3 On any return of capital there shall be paid to the holders of the Deferred Shares the nominal capital paid up or credited as paid up on such Deferred Shares after paying to the holders of the Ordinary Shares the sum of £100 million on each such Ordinary Share. The holders of the Deferred Shares shall not be entitled to any further right of participation in the assets of the Company.
- 51.4 The Company may at any time (and from time to time), without obtaining the sanction of the holders of Deferred Shares:
 - 51.4.1 Appoint any person to execute on behalf of any or all of the holders of Deferred Shares a transfer of all or some of the Deferred Shares (and/or an agreement to transfer the same) to the Company or to such other person as the directors may determine, in any such case for not more than one penny for all such Deferred Shares, such payment to be made as directed by the directors; and
 - 51.4.2 Cancel all or some of the Deferred Shares so purchased by the Company.
- 51.5 The rights attaching to the Deferred Shares as a class may be varied or abrogated either:
 - 51.5.1 with consent in writing of members holding a majority of the Deferred Shares then in issue;
 - 51.5.2 by an ordinary resolution passed at a separate general meeting of the holder of that class; or
 - 51.5.3 by an ordinary resolution passed at a general meeting of the Company.
- 51.6 The rights conferred upon the holders of the Deferred Shares shall not be and shall be deemed not to be varied or abrogated by:
 - 51.6.1 the creation or issue of further shares (whether ranking in priority to, behind or *pari passu* with the Deferred), the variation of the rights attaching to any of the Ordinary Shares, Preference Shares or B Ordinary Shares and any alteration made to these Articles to incorporate the rights attaching to any such further shares or amended rights attaching to any shares, shall not be and shall be deemed not to be a variation of the rights attaching to the Deferred Shares;
 - 51.6.2 the purchase or redemption by the Company of any shares; or
 - 51.6.3 a reduction by the Company of the capital paid up on any shares or any Deferred Shares.