

Company Number: 10470820

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

PRINT OF WRITTEN RESOLUTIONS OF THE SOLE MEMBER

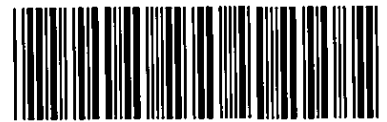
of

Zahala Productions Limited

(the "Company")

Passed on 3 April 2017

WEDNESDAY



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COMPANIES HOUSE

Pursuant to chapter 2 of part 13 of Companies Act 2006, the following resolutions (the "**Resolutions**"), which were proposed as ordinary and special resolutions as set out below, were duly passed in writing on the above date:

ORDINARY RESOLUTION

1. **THAT:**
 - 1.1 subject to resolution 2 being passed, the directors of the Company be generally and unconditionally authorised for the purposes of section 551 Companies Act 2006 to exercise all the powers of the Company to allot shares in the Company up to an aggregate nominal amount of £148,197. This authority shall, unless renewed, varied or revoked by the Company, expire on the date five years from the date of this resolution, but the Company may make an offer or agreement before this authority expires which would or might require shares to be allotted after it has expired and the directors may allot shares under any such offer or agreement notwithstanding that the authority conferred by this resolution has expired; and
 - 1.2 this authority is in substitution for all previous authorities conferred on the directors in accordance with section 551 Companies Act 2006.

SPECIAL RESOLUTIONS

2. **THAT**
 - 2.1 in accordance with section 570 Companies Act 2006, the directors of the Company be generally empowered to allot equity securities (as defined in section 560 Companies Act 2006) pursuant to the authority conferred by resolution 2, as if section 561 Companies Act 2006 did not apply to any such allotment, provided that this power shall be limited to the

allotment of equity securities up to an aggregate nominal amount of £148,197; and

- 2.2 the Company may make an offer or agreement before this power expires which would or might require equity securities (as so defined) to be allotted after it has expired and the directors may allot equity securities under any such offer or agreement notwithstanding that the power conferred by this resolution has expired.
3. THAT the issued ordinary share of £1 in the capital of the Company held by Kok-yee Yau be re-designated as a B ordinary share of £1 having the rights set out in the articles of association to be adopted under resolution 4.
4. THAT the articles of association in the form attached to these Resolutions be adopted as the new articles of association of the Company in substitution for and to the exclusion of all existing articles of association of the Company.

SIGNED by

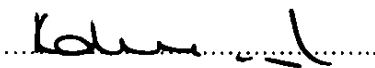
on behalf of

Zahala Productions Limited

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Director

Company Number: 10470820

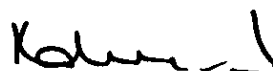
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ZAHALA PRODUCTIONS LIMITED

**Incorporated in England and Wales
under the Companies Act 2006**



ADOPTED UNDER COMPANIES ACT 2006 BY SPECIAL RESOLUTION ON 3 April 2017

ARTICLES OF ASSOCIATION

- of -

Zahala Productions Limited

("Company")

1. PRELIMINARY

- 1.1 The relevant model articles (within the meaning of section 20(2) Companies Act 2006 as amended, modified or re-enacted from time to time) are excluded in their entirety.
- 1.2 For so long as there is only one shareholder of the Company, references in these articles to shareholders or which imply the existence of more than one shareholder shall be construed as references to the one shareholder for the time being of the Company.
- 1.3 In these articles (unless the context requires otherwise) the following words and expressions have the following meanings:

"A Ordinary Shares" means the shares of £1 each in the capital of Company designated as "A Ordinary Shares" and having the rights set out in these articles;

"Appointor" has the meaning given in article 8.1;

"Associate" in relation to any person ("**first person**") shall mean any person ("**second person**") who is connected with that first person within the meaning of sections 1122 and 1123 Corporation Tax Act 2010;

"associated company" has the meaning given in article 25.1;

"B Ordinary Shares" means the shares of £1 each in the capital of the Company designated as "B Ordinary Shares" and having the rights set out in these articles;

"bankruptcy" means the making of a bankruptcy order by a court in England and Wales or Northern Ireland, or any individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"capitalised Sum" has the meaning given in article 17.1.2;

"Chairman" has the meaning given in article 4.6.1;

"chairman of the meeting" has the meaning given in article 18.3;

"Clear days" in relation to a period of notice means a period of the specified length excluding the date on which notice is given and the day for which it is given or on which it is to take effect;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006 as amended, modified or re-enacted from time to time), in so far as they apply to the Company;

"Companies Act 2006" means the Companies Act 2006 including any statutory modification or re-enactment of that statute for the time being in force, subject always to article 1.4;

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

"Distribution Recipient" has the meaning given in article 16.3.2;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"eligible director" means (a) in relation to a matter proposed at a directors' meeting, a director who is entitled to vote and to have that vote counted in relation to that particular matter at that meeting, or (b) in relation to a decision of the directors taken in accordance with article 4.2, a director who would have been entitled to vote and to have that vote counted, had the matter in question been proposed at a directors' meeting;

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid or credited as paid to the Company;

"Group Companies" means the Company and its subsidiary undertakings from time to time, and a reference to a **"Group Company"** shall be a reference to any one of them;

"instrument" means a document in hard copy form;

"Management Agreement" has the meaning given in article 3.2;

"persons entitled" has the meaning given in article 17.1.2;

"Proxy Notice" has the meaning given in article 19.5.1;

"qualifying person" has the meaning given in article 18.2;

"Relevant Company" has the meaning given in article 26.2;

"Relevant Matter" means in relation to a director, a matter which may constitute or give rise to a breach by that director of his duty under section 175 Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company (including a breach which would arise by virtue of his appointment as a director);

"shareholder" means a person whose name is entered on the register of members as the holder of a share;

"share" means shares in the Company of whatever class including the A Ordinary Shares and the B Ordinary Shares;

"Threshold Amount" means an amount equal to 150 per cent of the aggregate amount paid up on all the issued A Ordinary Shares and B Ordinary Shares;

"Transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;

"United Kingdom" means Great Britain and Northern Ireland; and

"writing" means a method of representing or reproducing words, symbols or other information by any method or combination of methods, whether in electronic form, hard copy or in any other legible and non-transitory form and **"written"** shall be construed accordingly.

- 1.4 Words and expressions defined in the Companies Act 2006 and used in these articles (either without further definition or by expressly referring to the statutory definition of that word or expression) shall bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company. This does not apply (a) where the word or expression used is not defined by express reference to the Companies Act 2006 and the subject or context in which that word or expression is used is inconsistent with the statutory definition, or (b) where that word or expression is otherwise defined in these articles. In all other circumstances references in these articles to any statute or statutory provision (including without limitation the Companies Act 2006 or any provision of the Companies Act 2006) subordinate legislation, code or guideline ("**legislation**") is a reference to such legislation as the same may from time to time be amended, re-enacted, modified, extended, varied, superseded, replaced, substituted or consolidated.

2. **LIABILITY OF MEMBERS**

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

3. **DIRECTORS' POWERS, RESPONSIBILITIES AND DELEGATION**

- 3.1 Subject to these articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 3.2 In addition to shareholder matters requiring consent by special resolution as prescribed in the Companies Acts, the directors shall refrain from taking the following specified actions without having first obtained written approval of such action from a majority of the holders of A Ordinary Shares:
- 3.2.1 making any material change in the nature of any Group Company's trade;
 - 3.2.2 selling all or the majority of the assets or undertaking of any Group Company;
 - 3.2.3 varying the terms of any service contract, consultancy agreement, letter of appointment or similar agreement or arrangement with any director entered into

after the date of adoption of these articles where such new service contract, consultancy agreement, letter of appointment or similar agreement or arrangement (or any variation thereof) is not on arm's length terms or is otherwise not in the best interests of the Company;

- 3.2.4 varying the terms of or terminating any administration contract or similar agreement or arrangement entered into between any Group Company and Great Point Investments Limited ("**Management Agreement**"); and/or
- 3.2.5 entering into any contract, agreement or arrangement with any director (or Associate of such director) where such contract, agreement or arrangement could cause such person to have an interest which conflicts or may possibly conflict with the interests of the Company or a Group Company, including any contract, agreement or arrangement with Great Point Media Limited.

Where approval is required under this article 3.2 and is not given by or on behalf of the requisite majority of holders of A Ordinary Shares within 20 working days of the date of the request for approval then such request shall be deemed to have been rejected.

- 3.3 The directors may, by a decision taken in accordance with article 4.1 or 4.2, exercise the powers of the Company to change the Company's name.
- 3.4 Subject to these articles, the directors may delegate any of the powers which are conferred on them under these articles to such person or committee, by such means (including by power of attorney) to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 3.5 Committees to which the directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on those provisions of these articles which govern the taking of decisions by directors. The directors may make rules of procedure for all or any committees which prevail over rules derived from these articles if they are not consistent with them.

4. DECISION-MAKING BY DIRECTORS

4.1 Directors to take decisions collectively

- 4.1.1 The general rule about decision making by directors is that any decision of the directors must either be a majority decision at a meeting or taken in accordance with article 4.2.
- 4.1.2 If the Company only has one director for the time being (and no provision of these articles requires it to have more than one director) the general rule does not apply and the sole director (for as long as he remains the sole director) shall be entitled to exercise all the powers and authorities vested in the directors by these articles (and the provisions of these articles shall be construed

accordingly), and he may take decisions (provided that he constitutes an eligible director in relation to any particular decision) without regard to the provisions of articles 4.2, 4.3, 4.4.1, 4.4.2, 4.4.5, 4.4.6, 4.5.1, 4.5.2 and 4.6 relating to directors' decision-making.

4.2 Unanimous decisions

A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated his agreement in writing. A decision may only be taken in accordance with this article 4.2 where the eligible directors taking the decision would have formed a quorum had the matter been proposed as a resolution at a directors' meeting.

4.3 Calling a directors' meeting

4.3.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company Secretary to give such notice. The Company Secretary must call a directors' meeting if a director so requests.

4.3.2 Notice of any directors' meeting must indicate, its proposed location (if any), its proposed date and time and, if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

4.3.3 Subject to these articles, notice of a meeting of the directors must be given to each director (including one who is absent for the time being from the United Kingdom) and may be given either personally or by word of mouth or in hard copy form or by electronic means, or by any other means authorised by the director concerned.

4.3.4 Notice of a directors' meeting need not be given to directors who are not entitled to receive notice, or who have elected not to receive notice of that meeting pursuant to article 7.1.2, or who have waived their entitlement to notice of that meeting, by giving notice to that effect to the Company in advance of the meeting or not more than 7 days after the date on which the meeting is held. Where such notice of waiver is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

4.4 Participation in directors' meetings and decision making

4.4.1 Subject to these articles, the directors participate in a directors' meeting when the meeting has been called and takes place in accordance with these articles and where each director can communicate orally to all of the other directors taking part, any information or opinions he has on any particular item of the business of the meeting. In determining whether the directors are participating in a directors' meeting it is irrelevant where any director is or (subject to the first sentence of

this article) how the directors communicate with each other. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the board meeting is located.

4.4.2 Subject to these articles, each director participating in a directors' meeting has one vote.

4.4.3 Subject to the Companies Act 2006 and the other provisions of these articles, a director may participate in any decision-making process (including being able to vote on, and be counted in the quorum at any meeting) where the matter under consideration or resolution to be voted on, concerns a matter in which he has a direct or indirect interest which conflicts or may conflict with the interests of the Company provided that:

4.4.3.1 the director has declared the nature and extent of that interest in accordance with and to the extent required by the provisions of the Companies Act 2006 and these articles;

4.4.3.2 where necessary, any situation which could give rise to a conflict and which would otherwise be prohibited by section 175 of the Companies Act 2006 is authorised pursuant to article 5.1 or article 6; and

4.4.3.3 the terms of any authorisation given or imposed pursuant to article 5.1 or article 6 do not prevent or otherwise restrict the director from doing so,

but otherwise shall not be entitled to participate in such process or to vote or count in the quorum where he has a direct or indirect interest which conflicts or may conflict with the interests of the Company. If a director purports to vote in a situation where, by virtue of this article 4.4.3 (or the terms of any authorisation) he is not so entitled, his vote shall not be counted.

4.4.4 For the purposes of article 4.4.3:

4.4.4.1 an interest of a person who is connected with a director (within the meaning of section 252 of the Companies Act 2006) shall be treated as an interest of the director;

4.4.4.2 in relation to an alternate, an interest of his Appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has, but this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another Appointor who does not have such an interest (or for himself if he is a director and has no such interest);

4.4.4.3 references to a conflict of interest include a conflict of interest and duty and a conflict of duties; and

- 4.4.4.4 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

For the avoidance of doubt, where a director ("**first director**") is appointed to act as an alternate by another one or more directors ("**second director**") and the first director has an interest which prevents him from voting in relation to any transaction or arrangement, that first director shall also not be entitled to vote in relation to that transaction or arrangement as alternate on behalf of any second director.

- 4.4.5 Subject to article 4.4.6, if a question arises at a meeting of the directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, and that question is not resolved by the director voluntarily agreeing to abstain from voting, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and binding.
- 4.4.6 If any question as to the right to participate in a meeting (or part of a meeting) arises in respect of the Chairman (and that question is not resolved by the Chairman voluntarily agreeing to abstain from voting) the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as entitled to participate in the meeting (or that part of the meeting) for voting or quorum purposes.

4.5 Quorum for directors' meetings

- 4.5.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 4.5.2 Save as set out in article 4.5.3, the quorum for the transaction of business of the directors shall be two eligible directors.
- 4.5.3 The quorum for transaction of business of the directors shall be one eligible director, if:
- 4.5.3.1 there is a sole director; or
 - 4.5.3.2 at any meeting of the directors, to the extent called to consider and vote on any matter in relation to which a director is not entitled to or does not vote or whose vote is not counted by virtue of:
 - 4.5.3.2.1 the provisions of article 4.4.3; or
 - 4.5.3.2.2 the exercise by a director, pursuant to article 7.1, of the right not to attend and vote; or
 - 4.5.3.2.3 section 175(6)(b) Companies Act 2006;

there is only one eligible director willing to take a decision on any matter.

- 4.5.4 If there are no directors in office or the directors in office or the sole director are unable or unwilling to form a quorum or to take a decision on any particular matter, or to appoint further directors to make up a quorum or to enable a decision to be taken on any particular matter, or to call a general meeting or circulate a written resolution to do so, then any shareholder may call a general meeting or circulate a written resolution or instruct the Company Secretary to do so, for the purposes of taking the decision or appointing one or more additional directors to form a quorum or to enable a decision to be taken.

4.6 Chairing of directors' meetings and chairman's casting vote

- 4.6.1 The directors may appoint (and remove at any time) a director to chair their meetings and the person so appointed for the time being is known as the Chairman. If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, or is unwilling or unable to act as chairman at that meeting or any part of it, the participating directors must appoint one of themselves who is willing and able so to act, to be the Chairman for that meeting or for that part of the meeting.
- 4.6.2 If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting has a casting vote, unless in relation to a particular proposal at a meeting, the Chairman or other director chairing the meeting is not an eligible director.

4.7 Records of decisions to be kept

The directors must ensure that the Company keeps a permanent record in writing which can be read by the naked eye, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors and of any decisions taken by a sole director.

4.8 Directors' discretion to make further rules

Subject to these articles and the Companies Act 2006, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

5. DIRECTORS' PERMITTED INTERESTS

- 5.1 Provided that (a) he has declared the nature and extent of his interest in accordance with (and to the extent required by) the provisions of article 5.4; and (b) the directors or the shareholders have not (upon request) refused to give specific authorisation pursuant to article 6 for a particular situation or matter; and (c) the directors or shareholders have not otherwise resolved pursuant to article 6.3 that a particular situation or matter shall no longer be authorised; a director, notwithstanding his office, shall be authorised:

- 5.1.1 to enter into, or otherwise be interested in, any transaction or arrangement with the Company or any other Group Company or in which the Company (or any other Group Company) is interested, either with regard to his tenure of any office or position in the management, administration or conduct of its business or as seller, buyer or otherwise;
- 5.1.2 to hold any office or place of profit (except that of auditor) with, or to be employed by or a consultant to or otherwise interested (including by way of the holding of shares or securities convertible into shares) in, the Company, any other Group Company or in any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of any such shareholder;
- 5.1.3 to act by himself or by any firm of which he is a partner, director, employee or member in a professional capacity (except as auditor) for the Company, any other Group Company or any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of any such shareholder and he or his firm shall be entitled to remuneration for professional services as if he were not a director of the Company; and
- 5.1.4 to be a director of any other company in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a director of the Company or that other company (whichever is the later),

and such authorisations shall extend to any direct or indirect interest that conflicts or possibly may conflict with the interests of the Company which may reasonably be expected to arise out of the situations and matters so authorised and which is capable of being authorised at law. No authorisation shall be required pursuant to article 6 of any such situation or matter authorised by this article 5.1 and, without limitation, no director shall, by reason of his holding office as a director of the Company (or of the fiduciary relationship established by his holding that office) be liable to account to the Company for any remuneration, profit or other benefit received as a result of any interest permitted by this article 5.1 and no transaction or arrangement shall be liable to be avoided by reason of any director having any interest or having received any benefit permitted by this article 5.1.

- 5.2 The authorisations given pursuant to and the other provisions of article 5.1 shall extend to and include, without limitation, direct or indirect interests of a director which arise (or which may potentially arise) due to:
 - 5.2.1 any transaction entered into by the director or any shareholder holding the majority of the voting rights attaching to the issued share capital of the Company or any Associate of that shareholder in relation to shares (or securities convertible into shares) debentures or other securities in (a) the Company or any other Group Company; or in (b) such shareholder or in any such Associate of such shareholder;

- 5.2.2 any guarantee, security or indemnity given or proposed to be given by any Group Company to, or to any person for the benefit of, (a) any other Group Company; or (b) any shareholder holding the majority of the voting rights attaching to the issued share capital of the Company or any Associate of that shareholder;
- 5.2.3 the recommendation, declaration and payment of any dividend or other distribution by the Company;
- 5.2.4 any transaction or arrangement proposed, made, terminated or varied between (a) the Company and any other Group Company; or (b) the Company and any shareholder holding the majority of the voting rights attaching to the issued share capital of the Company or any Associate of that shareholder including without limitation transactions or arrangements relating to the sale and supply of goods and services, the borrowing or advancing of money and the use of property and other assets; and
- 5.2.5 any claim or right arising between (a) the Company and any other Group Company; or (b) the Company and any shareholder holding the majority of the voting rights attaching to the issued share capital of the Company or any Associate of that shareholder.

It shall be a term and condition of the authorisation given in relation to article 5.2.5 that the director shall not be entitled to vote or participate in any discussions relating to the exercise, enforcement or pursuance of any claim or right so authorised.

5.3 For the purposes of articles 5.1 and 5.2:

- 5.3.1 an interest of: (a) a person who is connected with a director (within the meaning of section 252 of the Companies Act 2006); and (b) the Appointor in relation to any alternate; shall be treated as an interest of the director or the alternate (as appropriate) in each case in addition to any interest which the director or alternate otherwise has; and
- 5.3.2 any authorisation of a situation or matter pursuant to articles 5.1 and 5.2 relating to a Group Company or to any shareholder holding the majority of the voting rights in the share capital of the Company or any Associate of that shareholder, shall be effective only for so long as the relevant Group Company remains a Group Company, the relevant shareholder holds the majority of the voting rights in the Company and the relevant Associate remains an Associate of a person who holds the majority of the voting rights in the Company.

5.4 In relation to transactions or arrangements with the Company, the director shall declare the nature and extent of any interest authorised under articles 5.1 and 5.2 in any way permitted by the Companies Act 2006 and shall only be required to make such disclosure to the extent required to do so under the Companies Act 2006. In relation to other situations of actual or potential conflict of interest, the director shall declare the nature and extent of his interest at a meeting of the directors, or as otherwise determined by the directors, but shall not be required to declare the nature and extent of his interest to the extent that the other directors are already aware of the interest and its extent.

6. AUTHORISATION OF CONFLICTS OF INTEREST

- 6.1 Any Relevant Matter may be authorised by the directors to the fullest extent permitted by law in accordance with the provisions of articles 6.2 to 6.4.
- 6.2 Any director may propose that a Relevant Matter be authorised by the directors. Such proposal and any authorisation given by the directors shall be effected in the same way as any other matter may be proposed to, and resolved upon by, the directors in accordance with these articles (or in such other manner as all the directors may approve), except that no authorisation shall be effective unless the requirements of section 175(6) of the Companies Act 2006 have been complied with. Any authorisation of a matter pursuant to this article 6 shall, unless it states otherwise, extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 6.3 Any authorisation of a matter under this article 6 shall be subject to such terms, conditions and limitations as the directors may specify, whether at the time of giving the authorisation or subsequently. The directors or the shareholders may terminate or vary (including by imposing new terms, conditions and limitations in relation to) any authorisation given under this article 6 or under article 5.1 for the purpose of section 175 of the Companies Act 2006 at any time, but no such termination or variation shall be of retrospective effect. The director concerned must act in accordance with any terms, conditions or limitations specified by the directors or the shareholders in accordance with this article 6.3.
- 6.4 No director shall, by reason of his office as director of the Company (or by reason of the fiduciary relationship established by holding that office), be liable to account to the Company for any benefit derived from any Relevant Matter to the extent that the Relevant Matter has been authorised by the directors in accordance with this article 6. No transaction or arrangement shall be liable to be avoided by reason of any interest of a director to the extent that it has been so authorised.
- 6.5 Notwithstanding the other provisions of this article 6, the shareholders of the Company shall be entitled to authorise a Relevant Matter (whether or not authorisation has previously been requested from and/or refused by the directors) and any authorisation of a matter pursuant to this article 6.5 shall, unless it states otherwise, extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised. The provisions of articles 6.3 and 6.4 shall apply mutatis mutandis to any authorisation so given by the shareholders save that the word(s) "directors" or "directors or shareholders" when referring to the authorisation being given or to any terms and conditions of authorisation being specified, imposed, varied or terminated shall be read only as the word "shareholders". Any authorisation, and the variation or termination of any authorisation by the shareholders under article 6.3 or this article 6.5 shall be by ordinary resolution, save where any greater majority is otherwise required by the Act or other applicable law.

7. DIRECTORS' INTERESTS: GENERAL

7.1 Where this article 7.1 applies, a director shall be deemed to have the authority, without breaching the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 to take (and shall take if so requested by the other directors or the shareholders) such steps as may be necessary or desirable for the purpose of managing any conflict of interest to which this article 7.1 applies, including (without limitation) by:

7.1.1 complying with any procedures laid down from time to time by the directors or shareholders for the purpose of managing conflicts of interest generally or any specific procedures approved by the directors or shareholders in relation to the situation, matter or interest in question;

7.1.2 excluding himself from attending and voting at board meetings or otherwise participating in directors' decision making to the extent relating to such situation, matter or interest or from participating in discussions (whether at meetings of the board or otherwise), or receiving documents or information to the extent relating to any such situation, matter or interest (including without limitation, notice of meetings, board papers, minutes or draft minutes, directors' written resolutions and legal advice given to any Group Company);

7.1.3 arranging for documents or information relating to any such situation, matter or interest to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information; and/or

7.1.4 not disclosing to the Company, or not using in relation to the Company's affairs, information which he obtains or has obtained otherwise than through his position as a director of the Company which relates to a situation, matter or interest and which is confidential to a third party, where to do so would amount to a breach of confidence or breach of duty to the third party.

7.2 Article 7.1 shall apply, where a director has or could have:

7.2.1 a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company and provided that the interest or the existence of the situation or relationship leading to the interest has been authorised pursuant to article 5.1 or article 6 and unless otherwise specified by the terms and conditions of such authorisation; and

7.2.2 a direct or indirect interest in a transaction or arrangement with the Company and such interest has been declared to the other directors to the extent required by the Companies Act 2006.

7.3 Where a director obtains or has obtained information, otherwise than through his position as a director, which is confidential to a third party other than the Company, then provided that the duty of confidentiality does not arise out of a situation in which the director has or may have a direct or indirect conflict of interest, the director shall not be required to

disclose such information to the Company or use it in relation to the Company's affairs. This article is without prejudice to the ability of a director to withhold such information from the Company in accordance with the provisions of article 7.1.

7.4 Articles 7.1 and 7.3 are without prejudice to any equitable principle or rule of law which may otherwise excuse or release the director from any requirement to disclose information or use information in relation to the Company's affairs, participate in discussions or receive documents or information.

7.5 For the purposes of articles 5 to 7 references to a conflict of interest include a conflict of interest and duty and a conflict of duties.

8. ALTERNATE DIRECTORS

8.1 Any director, other than an alternate director ("**Appointor**") may appoint as an alternate any other director, or any other person who is willing to act, to exercise (in the absence of the Appointor) the Appointor's powers as a director generally, and in particular but without limitation (in the absence of the Appointor) to carry out the Appointor's responsibilities in relation to the taking of decisions by directors.

8.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors. The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

8.3 An alternate director has the same rights, in relation to any directors' meeting or decision of the directors, as the alternate's Appointor and, without limitation, is entitled to receive notice of all meetings of directors and committees of directors and all meetings of shareholders which their Appointor is entitled to receive and in the absence of their Appointor, to attend, speak and vote at all such meetings at which the Appointor is entitled to attend, speak and vote.

8.4 Except as these articles specify otherwise, alternate directors are deemed for all purposes to be directors, are liable for their own acts and omissions, are subject to the same restrictions as their Appointors, and are not deemed to be agents of or for their Appointors.

8.5 Subject to article 8.6, a person who is an alternate director, but not a director:

8.5.1 may be counted as participating in a directors' meeting for the purposes of determining whether a quorum is present and may vote on any proposal made at a directors' meeting (if that person's Appointor is not participating but would have been an eligible director in relation to that proposal had he been participating); and

8.5.2 may take part in decisions of the directors pursuant to article 4.2 (provided that person's Appointor does not take part in making the decision but would have

been an eligible director in relation to that decision had he taken part in making it).

8.6 A person may be appointed as the alternate director of more than one director. Where a person is appointed as the alternate director of more than one director, or is an alternate director and a director himself, that alternate director shall (subject to article 4.4):

8.6.1 be entitled at meetings of the directors to one vote in respect of every director by whom he has been appointed (and who is not himself participating, but who would have been an eligible director in relation to the proposal had he been participating) in addition to his own vote (if any) as a director;

8.6.2 may be counted more than once for the purpose of determining whether or not a quorum is present; and

8.6.3 shall be entitled to take part in decisions of the directors pursuant to article 4.2 on behalf of each director by whom he has been appointed (and who would have been an eligible director in relation that decision) as well as being able to take part in making the decision for himself (if he is a director).

8.7 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration of the alternate's Appointor as the Appointor may direct by notice in writing made to the Company.

8.8 An alternate director's appointment as an alternate for a particular Appointor shall terminate:

8.8.1 when that Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

8.8.2 on the death of that Appointor; or

8.8.3 when the directorship of that Appointor terminates;

and an alternate director's appointment as an alternate for an Appointor (and, if the person is an alternate for more than one director, that person's appointment as an alternate for each Appointor) shall terminate on the occurrence in relation to the alternate of any event which, if it occurred in relation to any Appointor of that alternate, would result in the termination of that Appointor's appointment as a director.

9. APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

9.1 Any person who is willing to act as a director, and who is permitted by law to do so, may be appointed to be a director by ordinary resolution, or by a decision of the directors.

9.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the Transmittor(s) of the last shareholder to have died or to have had a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person who is willing to do so to be a director and any such appointment shall be as effective as if made by the Company in general meeting

pursuant to these articles. For the purposes of this article, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

9.3 A person ceases to be a director as soon as:

9.3.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

9.3.2 (in case of a director who is a natural person) a bankruptcy order is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts;

9.3.3 (in the case of a director which is a body corporate) that body corporate (i) passes any resolution for voluntary winding up (within the meaning of section 84(2) Insolvency Act 1986 or otherwise) or is wound up by the court; (ii) is the subject of an administration order or an administrator is appointed in respect of that body corporate; (iii) makes any proposal under Part I Insolvency Act 1986 or otherwise for a composition in satisfaction of its debts or a scheme of arrangement of its affairs or makes any proposal under part 26 Companies Act 2006 or otherwise for a compromise or arrangement between it and its creditors or any class of them, makes any arrangement or compromise with creditors generally or ceases to carry on all or substantially all of its business; (iv) has an administrative receiver, receiver or manager appointed over all or any substantial part of its assets; or is the subject of any occurrence substantially similar in nature or effect, whether in England and Wales or any other jurisdiction;

9.3.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

9.3.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

9.3.6 (where the director has not participated in decision making of the directors for more than six months and the directors believe this to be by virtue of any mental or physical incapacity of the director) the directors resolve that his office be vacated; or

9.3.7 notification is received by the Company from the director that the director is resigning from office as director and such resignation has taken effect in accordance with its terms.

10. DIRECTORS' REMUNERATION AND EXPENSES

10.1 Directors may undertake any services for the Company that the directors determine to be appropriate and shall be entitled to such remuneration in such form as the Company

determines for any service which they undertake for the Company outside of the scope of their service to the Company as a director in accordance with this clause 10.1. Unless the Company decides otherwise such remuneration shall accrue from day to day and directors shall not be accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. Where a director receives remuneration from the Company for any services which he undertakes for the Company outside of the scope of his office, he shall not be entitled to a vote in respect of determining his remuneration.

- 10.2 The Company may pay any reasonable expenses which the directors (including any alternate director) or the Company Secretary properly incur in connection with their attendance at meetings of directors or committees of directors, general meetings, or separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the proper exercise of their powers and the discharge of their responsibility in relation to the Company.
- 10.3 The directors may exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a Group Company or with a predecessor in business of the Company or of any such body corporate, and for any member of his family (including a spouse, former spouse, civil partner or former civil partner) or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such benefit.

11. SHARES: GENERAL

- 11A The total number of shares in issue at the date of adoption of these articles is **148,197 A** Ordinary Shares and 1 B Ordinary Share.

11.1 Shares to be fully paid up

All shares shall be issued fully paid.

11.2 Power to issue different classes of share

11.2.1 Subject to these articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

11.2.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the relevant shareholder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

11.3 Share: Class Rights

11.3.1 The share capital of the company shall be divided into A Ordinary Shares and B Ordinary Shares, with rights as stated in these articles. The special rights attached to any class may be varied or abrogated, while the company is a going concern, or during or in contemplation of a winding up with the consent in writing of the holders of the issued shares of each class in accordance with article 11.3.2.

11.3.2 The consent of the holders of each class of shares may be given by:

- (a) a resolution passed by the holders of three-quarters in nominal value of the shares represented and voting at a separate general meeting of the holders of the issued shares of that class; or
- (b) a resolution in writing in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class.

11.3.3 All the provisions of these articles relating to the general meetings of the company shall apply (with such amendments as may be necessary to give such provisions efficacy) to every separate general meeting referred to in article 11.3.2 (a).

11.3.4 The A Ordinary Shares and B Ordinary Shares shall rank *pari passu* in all respects and carry identical rights other than as specifically set out in these articles.

11.4 Absolute interests only

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or these articles, the Company is not in any way to be bound by or recognise any interest in a share other than the shareholder's absolute ownership of it and all the rights attaching to it.

11.5 Share certificates

11.5.1 The Company must issue each shareholder, free of charge, with one or more *certificates in respect of the shares which that shareholder holds*.

11.5.2 Every certificate must specify:

- 11.5.2.1 in respect of how many shares and of what class, it is issued;
- 11.5.2.2 the nominal value of those shares;
- 11.5.2.3 that the shares are fully paid; and
- 11.5.2.4 any distinguishing numbers assigned to them.

Certificates must have affixed to them the Company's common seal or an official seal which is a facsimile of the Company's common seal with the

addition on its face of the word "Securities" (a "securities seal"), or be otherwise executed in accordance with the Companies Acts.

- 11.5.3 If more than one person holds a share, only one certificate may be issued in respect of it and delivery to one joint shareholder shall be a sufficient delivery to all of them.
- 11.5.4 If a certificate issued in respect of a shareholder's shares is damaged or defaced, or said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares. A shareholder exercising the right to be issued with such a replacement certificate may at the same time exercise the right to be issued with a single certificate or separate certificates and (if it is damaged or defaced) must return the certificate which is to be replaced to the Company, and must comply with such conditions as to evidence and indemnity as the directors decide.

12. SHARES: ALLOTMENT

- 12.1 Before any equity securities are allotted, they shall all be offered to all the shareholders. Every offer shall be made by notice and shall specify:
 - 12.1.1 the number and class of equity securities offered;
 - 12.1.2 the price payable for each equity security and when it is payable;
 - 12.1.3 the offer period (being not less than seven days and not more than 28 days) at the end of which, the offer, if or to the extent not taken up, will be deemed to have been declined;
 - 12.1.4 the people (if already identified) to whom the Company intends to allot all or any of the equity securities if they are not applied for by the shareholders; and
 - 12.1.5 whether or not the offer is conditional on all or a specified minimum number of equity securities being taken up.

Where shares are held by two persons jointly the offer may be made to the joint holder first named in the register of shareholders in relation to the shares.

- 12.2 Article 12.1 shall not apply:
 - 12.2.1 to the allotment of bonus shares;
 - 12.2.2 to the allotment of securities that would (apart from any renunciation of the right to their allotment) be held under an employees share scheme;
 - 12.2.3 if the equity securities to be allotted are or are to be paid up wholly or partly otherwise than in cash; or
 - 12.2.4 if otherwise agreed by special resolution.

- 12.3 Unless the offer to shareholders lapses in accordance with article 12.5, each shareholder applying for equity securities shall be allotted the number applied for or, if the aggregate number applied for exceeds the number on offer, the number allocated to it in accordance with article 12.4.
- 12.4 If the aggregate number of equity securities applied for exceeds the number on offer, then the equity securities on offer shall be allocated to the applying shareholders in proportion to the number of shares held as between those applying shareholders at the date of the offer. No applying shareholder shall be allocated more equity securities than it has applied for, but subject to this, the equity securities shall be allocated to the applying shareholders on the basis set out above (and may need to be so allocated more than once) until all equity securities are allocated. Fractional entitlements to equity securities shall be ignored.
- 12.5 In the event that an offer made under article 12.1 fails to become unconditional because the aggregate number of equity securities applied for is less than any minimum number of equity securities specified in the offer, then the offer shall lapse
- 12.6 Any equity securities offered under article 12.1 which are not applied for or are the subject of an offer which has lapsed, and equity securities comprised of fractions ignored as provided in article 12.4, may be allotted by the directors to the people (if any) specified in the Company's offer or (if none) to such people as the directors may determine, provided that:
- 12.6.1 no such equity securities shall be so allotted more than three months after the end of the offer period referred to in article 12.1; and
- 12.6.2 no such equity securities shall be allotted at a price less than that at which they were offered to the shareholders in accordance with article 12.1.
- 12.7 Pursuant to section 567(1) Companies Act 2006, sections 561 and 562 Companies Act 2006 shall be generally excluded and shall not apply to any allotment by the Company of equity securities.
- 12.8 For the purposes of articles 12.1 to 12.8 (inclusive), references to "equity securities" shall be construed in accordance with section 560 Companies Act 2006.

13. SHARES: TRANSFER

13.1 General

- 13.1.1 No shareholder may transfer any share except in accordance with article 15 (Pre-Emption) and any purported transfer in breach of this article 13 shall be void.
- 13.1.2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share and the Company may retain any instrument of transfer which is registered.

13.1.3 The transferor remains the holder of a share until the transferee's name is entered in the register of members as shareholder in respect of it.

13.1.4 Subject to these articles (in particular, but without limitation, article 13.2.1) the directors may, in their absolute discretion, refuse to register the transfer of a share. If they do so, then as soon as practicable and in any event within two months after the date on which the transfer is lodged with the Company, the instrument of transfer must be returned to the transferee with the notice of refusal together with reasons for such refusal, unless they suspect that the proposed transfer may be fraudulent.

13.2 Transfer of shares and pre-emption on transfer in relation to security held by a secured institution

13.2.1 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration of any transfer of shares where such transfer:

13.2.1.1 is to any bank or institution or other person to which such shares have been charged or mortgaged, or to any nominee of such a bank or institution or other person ("**Secured Institution**"); or

13.2.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

13.2.1.3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under its security over the shares,

and the directors shall register any such transfer of shares forthwith following receipt.

13.2.2 Notwithstanding anything to the contrary contained in these articles, no transferor or proposed transferor of any shares in the Company to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer referred to in articles 13.2.1.1 to 13.2.1.3 inclusive to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these articles or under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not.

14. SHARES: TRANSMISSION

14.1 If title to a share passes to a Transmittée, the Company may recognise only the Transmittée as having any title to that share. Subject to these articles, a Transmittée who produces such evidence of entitlement to shares as the directors may properly require may choose either to become the shareholder of those shares (and for the avoidance of doubt, article 13.1.4 shall not apply in such circumstances) or (subject to article 13.1.4) to have them transferred to another person, and subject to article 14.2

pending any transfer of the shares to another person, has the same rights as the shareholder had.

- 14.2 Subject to article 9.2, Transmittees do not have the right to attend or vote at a general meeting or to agree to a proposed written resolution, in respect of shares to which they are entitled by reason of a shareholder's death or bankruptcy or otherwise, unless they become the shareholders of those shares.
- 14.3 Transmittees who wish to become shareholders in relation to shares to which they have become entitled must notify the Company in writing of that wish. Transmittees who wish to have a share transferred to another person must execute an instrument of transfer in respect of it and any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.
- 14.4 If a notice is given to a shareholder in respect of shares and a Transmitttee is entitled to those shares, the Transmitttee is bound by the notice if it was given to the shareholder before the Transmitttee's name or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 14.3, has been entered in the register of members.

15. **PRE-EMPTION ON THE TRANSFER OF SHARES**

- 15.1 A shareholder who wishes to transfer any interest in any shares registered in its name ("**Seller**") shall first give a notice to that effect ("**Sale Notice**") to the Company.
- 15.2 The Sale Notice shall specify:
- 15.2.1 the number and class of shares proposed to be transferred ("**Sale Shares**");
 - 15.2.2 a cash price per share at which the Sale Shares are offered for sale ("**Sale Price**");
 - 15.2.3 whether any third party has indicated a willingness to buy any of the Sale Shares and if so, the number of shares concerned, the proposed sale terms and price and the date of that indication;
 - 15.2.4 the identity of any such third party together with details of any person(s) on whose behalf the Sale Shares will or may be held and (if the third party is a company or a partnership) the person(s) believed by the Seller to control that company or partnership.

The Sale Notice shall also state whether or not the Seller's offer is conditional on acceptances being received for all (or any other specified percentage) of the Sale Shares, but may not otherwise be conditional.

- 15.3 The Sale Notice shall not be revocable except with the consent of the directors, and shall constitute the Company the agent of the Seller for the sale of the entire legal and

beneficial interest in the Sale Shares to all shareholders on the date of the Sale Notice (other than the Seller and any Associates of the Seller) in accordance with this article 15 at the Sale Price.

- 15.4 Promptly after the Sale Notice is received the directors shall send a copy of the Sale Notice to each shareholder who holds the same class of shares as the Sale Shares to whom the Sale Shares are offered. Each such shareholder shall have the right to buy Sale Shares at the Sale Price by providing the Company with a notice ("**Acceptance Notice**") (with a copy to the Seller) within 30 days of the date of the directors' communication enclosing the copy Sale Notice, specifying the number of Sale Shares applied for. In the event that the Company does not receive an Acceptance Notice from a shareholder within that 30 days' period, that shareholder shall be deemed to have declined the offer made to it.
- 15.5 Each Acceptance Notice received by the Company shall be irrevocable, and shall give rise to a legally binding agreement between the shareholder giving it and the Seller. That agreement shall be conditional upon acceptances being received for all or any other specified percentage of the Sale Shares only if so provided by the Sale Notice, but shall not otherwise be conditional. Under each such agreement, the relevant shareholder shall be bound to buy, and the Seller shall be bound to sell, a number of Sale Shares determined in accordance with the provisions of articles 15.7 and 15.8. If the aggregate number of Sale Shares so to be sold does not satisfy any acceptance condition contained in the Sale Notice, each agreement to which an Acceptance Notice gives rise shall immediately lapse.
- 15.6 The Sale Shares shall be sold free from all charges, liens and encumbrances and otherwise with full title guarantee, at the Sale Price, and together with all rights attaching to the Sale Shares on or after the date of the Sale Notice, including the right to receive dividends and the right to be sold or allotted any other shares by virtue of the holding of any of the Sale Shares.
- 15.7 Each shareholder from whom an Acceptance Notice is received by the Company shall be allocated the number of Sale Shares applied for in that Acceptance Notice, except where the aggregate number of Sale Shares applied for by all shareholders to whom the offer is made exceeds the number of Sale Shares. In those circumstances, the Sale Shares shall be allocated to the applying shareholders in proportion to aggregate amount paid up on the aggregate number of shares held as between those applying shareholders on the date of the Sale Notice. The Sale Shares shall be allocated to the applying shareholders on the basis set out above until all Sale Shares are allocated save that no shareholder shall be allocated more Sale Shares than it has applied for. Fractional entitlements to Sale Shares shall be ignored.
- 15.8 Fractions of shares which would otherwise be allocated to shareholders under article 15.7 shall be consolidated and allocated by the drawing of lots in any manner thought appropriate by the directors, provided that no shareholder shall be allocated more shares than it has applied for. For the purposes of article 15.3, a person to whom shares have been allotted but who has not been registered as the holder of those shares on the date

of the Sale Notice shall be deemed to be a shareholder of the Company and to hold those shares on that date.

- 15.9 The Company shall specify by notice given to the relevant shareholders a time and place for completion of the sale and purchase of the Sale Shares, being not less than three and not more than 14 days after the date of receipt of the final Acceptance Notice. Completion of that sale and purchase shall take place at the time and place specified in the Company's notice, when:
- 15.9.1 each buying shareholder shall pay the Seller in cash the purchase price for the Sale Shares bought by that buying shareholder; and
- 15.9.2 the Seller shall deliver to each such buying shareholder a transfer in respect of the Sale Shares bought by it, duly executed in its favour by the Seller, together with the certificate(s) for the Sale Shares or an indemnity in lieu of the certificate(s) in a form satisfactory to the directors.
- 15.10 If the Seller does not, on the relevant date specified by the Company in accordance with article 15.9, execute and deliver transfers in accordance with article 15.9.2 and/or deliver the certificate(s) for the Sale Shares (or an indemnity in lieu of those certificate(s) in accordance with article 15.9.2), then any director shall be entitled to execute, or to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) on behalf of the Seller and, against receipt by the Company on trust for the Seller of the consideration payable for the Sale Shares, deliver those transfer(s) and certificate(s) (or indemnities) to the buying shareholder(s). Following receipt by the Company of the consideration payable for the Sale Shares, the Company shall (subject to the payment of any stamp duty) cause the buying shareholder(s) to be registered as the holder of those shares and, after such registration, the validity of such proceedings shall not be questioned by any person. Sections 982(2), (3), (4), (5), (7) and (9) of the Companies Act 2006 shall apply mutatis mutandis in relation to any consideration held on trust in accordance with this article 15.10.
- 15.11 If in respect of all or any Sale Shares the Seller's offer lapses, or is declined or deemed declined by all the shareholders to whom it is made, then the directors shall promptly give notice to the Seller (with copies to all other shareholders) specifying the number of Sale Shares concerned ("**Balance Shares**"). The Company shall then offer for sale the Balance Shares to all the other shareholders on the same terms as they were offered pursuant to article 15.4 and the provisions of articles 15.4 to 15.10 shall apply again mutatis mutandis to such subsequent offer.
- 15.12 If in respect of all or any Balance Shares the Seller's offer lapses, or is declined or deemed declined by all the shareholders to whom it is made, then the directors shall promptly give notice to the Seller (with copies to all other shareholders) specifying the number of Balance Shares concerned. The Seller shall then be entitled, in pursuance of a bona fide sale, and subject to these Articles, to transfer the entire legal and beneficial interest in any of those Balance Shares or (if the Sale Notice stated that the Seller's offer was conditional on acceptances being received for all or any other specified percentage of the Sale Shares) not less than all or that specified percentage of the Sale Shares, to

the buyer(s) named in the Sale Notice, in accordance with, and within the period referred to in, article 15.13.

- 15.13 The consideration per share payable on a transfer of Sale Shares under article 15.12 (after allowing for any deduction, rebate or allowance to the buyer other than one equal to any dividend or distribution declared, paid or made after the date of the Sale Notice and which is not to be received by the buyer):

15.13.1 (where the Sale Shares are being sold solely for a consideration which is payable in cash, including by means of a loan note) shall be not less than the Sale Price; or

15.13.2 (in any other case) shall have a value which before that transfer is made shall have been agreed to be not less than the Sale Price.

The relevant transfer(s) shall be lodged for registration during the period of 30 days starting on the date of the directors' notice under article 15.12.

16. DIVIDENDS AND OTHER DISTRIBUTIONS

16.1 Procedure for declaring dividends

16.1.1 Subject to the provisions of the Companies Act and of the articles and any special rights attaching to any shares, the Company may, from time to time, by ordinary resolution declare dividends, and the directors may decide to pay interim dividends. All dividends shall be apportioned and paid pro-rata according to the amounts paid up or credited as paid up on the shares during any portion or portions of the period in respect of which the dividends are paid. No dividends in respect of a share shall bear interest.

16.1.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

16.1.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights. Unless the shareholders' resolution to declare or the directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

16.1.4 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

16.2 Calculation of dividends

16.2.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and

- (b) 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.

16.2.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

16.2.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

16.2.4 Any dividend shall be paid in accordance with following order of priority:

- (a) first, at any time when the shareholders holding the A Ordinary Shares and the B Ordinary Shares have not received, in aggregate, an indefeasible amount (after any deductions or set off) from all dividends previously declared or distributions previously made by the Company that is equal to the Threshold Amount, any dividend to be declared shall be declared and paid to the shareholders holding the A Ordinary Shares and the B Ordinary Shares pro rata to their holdings according to the amounts paid up on such Shares as if all such shares were part of the same class to the extent required so that the holders of the A Ordinary Shares and the B Ordinary Shares have received in aggregate, an indefeasible amount (after deductions or set off) equal to the Threshold Amount from that dividend and all dividends previously declared or distributions previously made;
- (b) second, after payment of dividends pursuant to articles 16.2.4(a), any further dividends to be declared shall be paid to the shareholders holding the A Ordinary Shares and the B Ordinary Shares in the following proportions:
 - (i) 95% to the shareholders holding the A Ordinary Shares to be split among such shareholders pro rata according to the number of A Ordinary Shares held by each of them; and
 - (ii) 5% to the shareholders holding the B Ordinary Shares to be split among such shareholders pro rata according to the number of B Ordinary Shares held by each of them.

16.3 Payment of dividends and other distributions

16.3.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- 16.3.1.1 transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the directors may otherwise decide;

- 16.3.1.2 sending a cheque made payable to the Distribution Recipient by post (in accordance with article 24.4) to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is the shareholder of the share), or (in any other case) to an address specified by the Distribution Recipient in writing or (where no such address has been specified) as the directors may otherwise decide;
- 16.3.1.3 sending a cheque made payable to such person by post (in accordance with article 24.4) to such person at such address as the Distribution Recipient has specified in writing or (where no such address has been specified) as the directors may otherwise decide; or
- 16.3.1.4 any other means of payment as the directors agree with the Distribution Recipient in writing.

16.3.2 In these articles, "**Distribution Recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:

- 16.3.2.1 the shareholder of the share; or
- 16.3.2.2 if the share has two or more joint shareholders, whichever of them is named first in the register of members; or
- 16.3.2.3 if the shareholder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittee.

16.4 **No interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by the terms on which the share was issued, or the provisions of another agreement between the shareholder of that share and the Company.

16.5 **Unclaimed distributions**

- 16.5.1 All dividends or other sums which are payable in respect of shares and which are unclaimed after having been declared or becoming payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed. The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 16.5.2 If twelve years have passed from the date on which a dividend or other sum became due for payment and the Distribution Recipient has not claimed it, the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

16.6 Non-cash distributions

16.6.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

16.6.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including (where any difficulty arises regarding the distribution) fixing the value of any assets, paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of Distribution Recipients, and vesting any assets in trustees.

16.7 Waiver of distributions

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect prior to the declaration of a dividend by a general meeting, or the payment of an interim dividend decided on by the directors, but if the share has more than one shareholder, or more than one person is entitled to the share whether by reason of the death or bankruptcy of one or more joint shareholders or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the shareholders or persons otherwise entitled to the share.

16.8 Return of capital

On any return of capital, other than liquidation, when capital is returned to the shareholders by capital reduction or otherwise, the assets of the Company remaining (or otherwise if required pursuant to the terms of such return of capital) after payment of its liabilities, shall be applied (to the extent the Company is lawfully able to do so) in distributing the balance among the shareholders holding A Ordinary Shares and the B Ordinary Shares in accordance with provisions of article 16.2.4 as if such distribution were a dividend declared by the Company and after taking in account any dividends or other distributions that have been paid or made by the Company prior to the relevant return of capital.

16.9 Distributions on liquidation

On any liquidation when capital is returned to the shareholders, the assets of the Company remaining (or otherwise if required pursuant to the terms of such return of capital) after payment of its liabilities, shall be applied (to the extent that the Company is lawfully able to do so) in distributing the balance among the shareholders holding A Ordinary Shares and, B Ordinary Shares in accordance with the provisions of article 16.2.4 as if such distribution were a dividend declared by the Company and after taking in account any dividends or other distributions that have been paid or made by the Company prior to the liquidation.

17. CAPITALISATION OF PROFITS

17.1 Subject to these articles, the directors may, if they are so authorised by an ordinary resolution:

17.1.1 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

17.1.2 appropriate any sum which they so decide to capitalise ("**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend ("**persons entitled**") and in the same proportions.

17.2 Capitalised sums must be applied on behalf of the persons entitled to, and in the same proportions as, a dividend would have been distributed to them.

17.3 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.

17.4 A capitalised sum which was appropriated from profits available for distribution may be applied 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.

17.5 Subject to these articles the directors may:

17.5.1 apply capitalised sums in accordance with articles 17.3 and 17.4 partly in one way and partly in another;

17.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments or ignoring fractions altogether); and

17.5.3 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.

18. DECISION-MAKING BY SHAREHOLDERS: ORGANISATION OF GENERAL MEETINGS

18.1 Attendance and speaking at general meetings

18.1.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate orally to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

18.1.2 A person is able to exercise the right to vote at a general meeting when:

18.1.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

18.1.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

18.1.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

18.1.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

18.1.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. Such a meeting shall be deemed to take place where the largest group of those persons are assembled, or if there is no such group, where the chairman of the meeting is located.

18.2 Quorum for general meetings

Unless the Company has only one shareholder, the quorum required at general meetings and adjourned meetings shall be any two qualifying persons present at the meeting unless: (a) each is a qualifying person only because he is authorised to act as the representative of a shareholder which is a corporation in relation to the meeting, and both are representatives of the same corporation; or (b) each is a qualifying person only because he is appointed as proxy of a shareholder in relation to the meeting, and both are proxies of the same shareholder. If and for so long as the Company has only one shareholder, one qualifying person present at the meeting shall be a quorum. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting or an adjourned meeting if the persons attending it do not constitute a quorum. For the purposes of this article 18.2 a "qualifying person" means (i) an individual who is a shareholder of the Company; (ii) a person authorised to act as the representative of a corporation who is a shareholder in relation to the meeting; or (iii) a person appointed as proxy of a shareholder in relation to the meeting.

18.3 Chairing general meetings

If the directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so. If the directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

18.3.1 the directors (or director if there is only one) present; or

18.3.2 (if no directors are present), any qualifying person (or if more than one) a majority of those qualifying persons present and entitled to vote at the meeting,

must appoint a director or qualifying person to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting. The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

18.4 Attendance and speaking by directors and non-shareholders

Directors may attend and speak at general meetings, whether or not they are shareholders.

18.5 Notice deemed received

A shareholder present either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where relevant, of the purposes for which it was called.

18.6 Adjournment

18.6.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn the meeting, unless it was called at the request of the shareholders, in which case it must be dissolved. The chairman of the meeting must also adjourn a general meeting if directed to do so by a meeting at which a quorum is present.

18.6.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.

18.6.3 When adjourning a general meeting, the chairman of the meeting must either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and have regard to any directions as to the time and place of any adjournment which have been given by the meeting (where that meeting is quorate).

18.6.4 Save where: (a) the adjournment is of a temporary nature lasting not more than half an hour; (b) the adjourned meeting is to be held in the same place as the original meeting; and (c) the chairman announces whilst a quorum is present the time at which the adjourned meeting shall start; at least 5 clear days' notice shall be given of every adjourned meeting. Such notice shall be given to the same persons to whom notice of the Company's general meetings is required to be given and shall specify the time and place of the meeting and the general nature of the business to be conducted. No further notice of an adjourned meeting is required.

18.6.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

19. DECISION-MAKING BY SHAREHOLDERS: VOTING AT GENERAL MEETINGS

19.1 Voting: General

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

19.2 Voting: Proxies

19.2.1 Subject to article 19.2.2, on a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote.

19.2.2 On a vote on a resolution on a show of hands at a meeting, a proxy has one vote for and one vote against the resolution if the proxy has been duly appointed:

19.2.2.1 by more than one member entitled to vote on the resolution and the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against the resolution; or

19.2.2.2 by a member entitled to vote on the resolution (and who holds the shares on behalf of two or more other persons) and the proxy has been instructed by that member to vote for the resolution in relation to some of the shares held by that member and against the resolution in relation to some other of the shares held by that member.

19.2.3 On a poll taken at a meeting of a company all or any of the voting rights of a member may be exercised by one or more duly appointed proxies.

19.2.4 Where a member appoints more than one proxy, article 19.2.3 does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the member in person.

19.3 Errors and disputes

No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting, whose decision is final.

19.4 Poll Votes

19.4.1 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote, or at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared. Unless the chairman of the meeting determines it would be impractical or unfair to do so, polls must be taken immediately and shall be taken in such manner as the chairman of the meeting directs

19.4.2 A poll may be demanded by:

19.4.2.1 the chairman of the meeting;

19.4.2.2 the directors;

19.4.2.3 *two or more persons having the right to vote on the resolution; or*

19.4.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

19.4.3 A demand for a poll may be withdrawn if the poll has not yet been taken, and the chairman of the meeting consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

19.5 Content of proxy notices

19.5.1 Proxies may only validly be appointed by a notice in writing ("**Proxy Notice**") which:

19.5.1.1 states the name and address of the shareholder appointing the proxy;

19.5.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

19.5.1.3 *where the proxy is not entitled to exercise the rights attaching to all of the shares held by that shareholder, identifies the number of shares in relation to which the proxy is entitled to exercise such rights;*

19.5.1.4 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; *and*

19.5.1.5 is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate.

Only one proxy may be appointed in any Proxy Notice and a shareholder wishing to appoint more than one proxy must use a separate Proxy Notice for each appointment.

19.5.2 The directors may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions or may give the proxy discretion as to how to vote on one or more resolutions.

19.5.3 Unless a Proxy Notice indicates otherwise, it must be treated as:

19.5.3.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting;

19.5.3.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself; and

19.5.3.3 allowing the person appointed under it as a proxy to exercise the rights attaching to all of the shares held by the shareholder appointing that person as a proxy and no person shall be entitled to challenge the validity of the exercise by such proxy of all those rights.

19.6 Delivery of proxy notices

19.6.1 A Proxy Notice and any authority under which it is signed or otherwise authenticated in such a manner as the directors may determine (or a copy of such authority or other authentication certified notarially or by a solicitor or in some other way approved by the directors) may:

19.6.1.1 in the case of a Proxy Notice in hard copy form, be deposited at the registered office (or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any form of proxy sent out by the Company in relation to the meeting) at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

19.6.1.2 in the case of a Proxy Notice sent by electronic means where an address has been given by the Company:

19.6.1.2.1 in the notice calling the meeting; or

19.6.1.2.2 in any form of proxy sent out by the Company in relation to the meeting; or

19.6.1.2.3 in any invitation to appoint a proxy issued by the Company in relation to the meeting,

be received at that address (subject to any conditions or limitations specified in the notice) at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

19.6.1.3 in the case of a poll taken after the date of the meeting or adjourned meeting, be deposited or received as aforesaid at any time before the time appointed for the taking of the poll,

and a Proxy Notice which is not deposited, delivered or received in a manner so permitted shall be invalid. Any valid Proxy Notice shall, unless stated to the contrary in it, be valid both for the relevant meeting and for any adjournment of that meeting. In this article 19.6, "address" includes a number or address used for the purposes of sending or receiving documents or information by electronic means.

19.6.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

19.6.3 An appointment under a Proxy Notice may be revoked by delivering to the Company at the registered office or at any other place or address specified by the Company pursuant to article 19.6.1 in relation to the delivery of Proxy Notices for the particular meeting concerned, a notice of revocation of authority in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

19.6.4 A notice revoking a proxy appointment or the authority of a person authorised by a corporation pursuant to section 323(1) of the Companies Act 2006, only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates or (in the case of a poll taken after the date of the meeting or adjourned meeting at which the poll was demanded) before the time appointed for taking the poll to which it relates.

19.6.5 Subject to article 19.6.4, the provisions of sections 330(1) to (4) inclusive of the Companies Act 2006 shall apply mutatis mutandis to any termination of the authority of a person authorised by a corporation pursuant to section 323(1) of the Companies Act 2006.

19.6.6 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

20. COMPANY SECRETARY

The Company shall not be required to have a secretary, but may choose to have one. Any Company Secretary shall be appointed by the directors for such term and at such remuneration and upon such conditions as they think fit, and any Company Secretary so appointed may be removed by them.

21. AUTHENTICATION

Any director or the Company Secretary or any person appointed by the directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company, any resolutions of the Company or decisions of the directors or any committee of the directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies of, or extracts from, them as true copies or extracts. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the directors or any committee of the directors which is certified in accordance with this article shall be conclusive evidence in favour of a person dealing with the Company upon the faith of that document that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

22. COMPANY SEALS

22.1 Any common seal may only be used by the authority of the directors and the directors may decide by what means and in what form any common seal is to be used.

22.2 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. For the purposes of this article, an authorised person is:

22.2.1 any director of the Company;

22.2.2 the Company Secretary; or

22.2.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

23. PROVISION FOR EMPLOYEES ON THE CESSATION OF BUSINESS

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

24. NOTICES AND COMMUNICATIONS

24.1 Except as otherwise provided in these articles and subject to article 24.4, any document or information to be given, sent or supplied under these articles by the Company shall be given, sent or supplied in any way in which the Company may send or supply documents

or information generally to the intended recipient under schedule 5 of the Companies Act 2006 (which may include, without limitation, in hard copy form, in electronic form or by making it available on a website) subject to, and in accordance with, the requirements of that schedule.

- 24.2 Except as otherwise provided in these articles and subject to article 24.4, any document or information to be given, sent or supplied under these articles to the Company shall be given, sent or supplied in English and otherwise in any way in which documents or information generally may be sent or supplied by the sender to the Company under schedule 5 of the Companies Act 2006 (where the sender is a body corporate) or schedule 4 of the Companies Act 2006 (in all other cases) subject to, and in accordance with, the requirements of schedule 4 or schedule 5 of the Companies Act 2006, as applicable.
- 24.3 Articles 24.1 and 24.2 shall apply whether the document or information is authorised or required to be sent or supplied by the Companies Acts or otherwise. References in this article 24 to documents or information being given, sent or supplied by or to the Company include references to documents or information being given, sent or supplied by or to the directors of the Company acting on the Company's behalf.
- 24.4 Articles 24.1 and 24.2 shall apply as if schedules 4 and 5 of the Companies Act 2006 required documents and information sent by post to be sent by prepaid first class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail.
- 24.5 In the case of joint shareholders of a share, all notices, documents and information shall be given to the joint shareholder whose name stands first in the register of members in respect of the joint shareholding and any notices, documents and information so given shall be sufficiently given to all the joint shareholders. A shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices, documents or information may be given to him, or an address to which notices, documents or information may be sent by electronic means, shall be entitled to have such notices, documents or information given to him at that address.
- 24.6 In the case of the death or bankruptcy of a shareholder, the Company shall not be obliged to send any documents or information to an address provided to the Company by the Transmittree(s) of such shareholder unless such Transmittree(s) has also provided the directors with such evidence of the entitlement of the Transmittree(s) to those shares as the directors shall in their absolute discretion require. Nothing in this article shall require the directors to investigate the entitlement of any person claiming to be a Transmittree of a shareholder.
- 24.7 Proof that an envelope containing a notice, document or information was properly addressed, prepaid first class and posted shall be conclusive evidence that the notice, document or information was given. Proof that a notice, document or information sent by electronic means was sent or given in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice, document or information was sent or given. The board may require authentication of any

document or information given, sent or supplied to the Company in electronic form in such manner as it may determine.

24.8 Section 1147 of the Companies Act 2006 shall not apply to documents or information sent by or to the Company for the purposes of the Companies Acts or these articles.

24.9 In this article 24, "address" includes a number or address used for the purposes of sending or receiving documents or information by electronic means.

24.10 Nothing in these articles shall affect any legal requirement that any particular notice or other document be served in any particular manner.

25. INDEMNITIES AND FUNDING OF PROCEEDINGS

25.1 Subject to the provisions of and so far as may be consistent with the Companies Act 2006:

25.1.1 the directors may exercise all the powers of the Company to indemnify any person who is, or was at any time a director of the Company or any of its associated companies, against all liabilities incurred by or attaching to him in connection with his duties, powers or office in relation to any such company of which he is or was a director, to the fullest extent permitted by law;

25.1.2 where the Company or any of its associated companies is or was at any time a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006 as amended, modified or re-enacted from time to time), the directors may exercise all the powers of the Company to indemnify any person who is or was at any time a director of that company against all liabilities incurred by him in connection with that company's activities as trustee of the occupational pension scheme, to the fullest extent permitted by law; and

25.1.3 the directors may exercise all the powers of the Company to provide any director of the Company or of its holding company with funds to meet expenditure incurred or to be incurred by him of the kind referred to in sections 205(1)(a) and 206(a) of the Companies Act 2006 as amended, modified or re-enacted from time to time and otherwise take any action to enable any such director to avoid incurring such expenditure, to the fullest extent permitted by law;

and in this article 25.1 the term "**associated company**" shall have the meaning given in section 256(b) of the Companies Act 2006 as amended, modified or re-enacted from time to time.

26. INSURANCE

26.1 Without prejudice to article 25, the directors may exercise all the powers of the Company to purchase and maintain insurance for, or for the benefit of, any person who is or was at any time:

26.1.1 a director of any Relevant Company; or

26.1.2 a trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of any Relevant Company or of any employees' share scheme in which employees of any such Relevant Company are interested;

including (without limitation) insurance against any liability referred to in article 25 attaching to him in relation to any Relevant Company, or any such pension fund, retirement or other scheme or employees' share scheme.

26.2 In article 26.1, "**Relevant Company**" means the Company or any other undertaking which is or was at any time:

26.2.1 the holding company of the Company; or

26.2.2 a subsidiary of the Company or of such holding company; or

26.2.3 a company in which the Company has an interest (whether direct or indirect).