

Company number: 04071207

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

CICERO CONSULTING LIMITED

(adopted by special resolution passed on 27 June 2022)

LEWIS SILKIN LLP
5 Chancery Lane
Clifford's Inn
London
EC4A 1BL
DX 182 Chancery Lane
Tel: 020 7074 8000
Ref: JPR/SZJ/65475.48

CONTENTS

1	EXCLUSION OF OTHER REGULATIONS	1
2	INTERPRETATION	1
3	LIABILITY OF MEMBERS.....	5
3A	OBJECTS CLAUSE	5
4	DIRECTORS' GENERAL AUTHORITY AND DUTIES.....	5
5	NOT USED	6
6	DIRECTORS MAY DELEGATE	6
7	COMMITTEES.....	6
8	NOT USED	6
9	DIRECTORS TO TAKE DECISIONS COLLECTIVELY.....	6
10	UNANIMOUS DECISIONS	7
11	CALLING A DIRECTORS' MEETING	7
12	PARTICIPATION IN DIRECTORS' MEETINGS.....	7
13	QUORUM FOR DIRECTORS' MEETINGS	7
14	CHAIRING OF DIRECTORS' MEETINGS.....	8
15	VOTING AT DIRECTORS' MEETINGS	8
16	CHAIRMAN HAS NO CASTING VOTE AT DIRECTORS' MEETINGS	8
17	DIRECTOR'S OTHER INTERESTS OR DUTIES	8
18	DIRECTORS UNABLE TO AUTHORISE CONFLICTS OF INTEREST	9
19	QUESTIONS AS TO A DIRECTOR'S RIGHTS TO PARTICIPATE.....	9
20	RECORDS OF DECISIONS TO BE KEPT.....	10
21	DIRECTORS' DISCRETION TO MAKE FURTHER RULES.....	10
22	NUMBER OF DIRECTORS	10
23	APPOINTMENT AND REMOVAL OF DIRECTOR BY PARENT COMPANY/ NON-PARENT COMPANY SHAREHOLDERS.....	10
24	OTHER METHODS OF APPOINTING DIRECTORS.....	11
25	TERMINATION OF DIRECTOR'S APPOINTMENT	11
26	DIRECTORS' REMUNERATION	11
27	DIRECTORS' EXPENSES	12
28	SHARE CAPITAL	12
29	ALL SHARES TO BE FULLY PAID UP	12
30	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	13
31	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS.....	13
32	ALLOTMENT AND ISSUE OF SHARES AND SALE AND TRANSFER OF TREASURY SHARES	13
33	SHARE CERTIFICATES	13

34	REPLACEMENT SHARE CERTIFICATES	14
35	SUB-DIVISION OR CONSOLIDATION OF SHARES	14
36	SHARE TRANSFERS	14
37	RESTRICTIONS ON TRANSFERS OF SHARES	15
38	TRANSFERS SUBJECT TO PRE-EMPTION	15
39	TAG ALONG.....	17
40	DRAG ALONG	18
41	TRANSMISSION OF SHARES	18
42	EXERCISE OF TRANSMITTEES' RIGHTS	19
43	TRANSMITTEES BOUND BY PRIOR NOTICES	19
44	PROCEDURE FOR DECLARING DIVIDENDS.....	19
45	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	19
46	NO INTEREST ON DISTRIBUTIONS	20
47	UNCLAIMED DISTRIBUTIONS	20
48	NON-CASH DISTRIBUTIONS.....	20
49	WAIVER OF DISTRIBUTIONS	21
50	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS.....	21
51	PERSONS ENTITLED TO RECEIVE NOTICE OF GENERAL MEETINGS.....	22
52	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	22
53	QUORUM FOR GENERAL MEETINGS.....	22
54	CHAIRING GENERAL MEETINGS.....	23
55	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS	23
56	ADJOURNMENT	23
57	VOTING: GENERAL.....	24
58	ERRORS AND DISPUTES	24
59	POLL VOTES.....	24
60	CONTENT OF PROXY NOTICES	24
61	DELIVERY OF PROXY NOTICES	25
62	AMENDMENTS TO RESOLUTIONS.....	25
63	MEANS OF COMMUNICATION TO BE USED	26
64	COMPANY SEALS.....	27
65	PARENT COMPANY'S RIGHT TO INFORMATION AND TO INSPECT ACCOUNTS AND OTHER RECORDS...	27
66	WINDING UP	27
67	INDEMNITY	28
68	INSURANCE	28

Company number: 04071207

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
CICERO CONSULTING LIMITED
(adopted by special resolution passed on 27 June 2022)

PART 1

EXCLUSION OF OTHER REGULATIONS, INTERPRETATION AND LIMITATION OF LIABILITY

1 EXCLUSION OF OTHER REGULATIONS

No regulations for management of a company set out in any statute or subordinate legislation concerning companies shall apply to the Company and the following shall be the articles of association of the Company.

2 INTERPRETATION

2.1 In these Articles, unless the context otherwise requires:

“Act”

means the Companies Act 2006;

“Acting in Concert”

has the meaning given in the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers (as amended from time to time);

“address”

includes a number or address used for the purposes of sending or receiving documents or information by electronic means;

“Agreement”

any agreement from time to time between the Shareholders which, amongst other matters, regulates their relationship with each other (in the context of them being Shareholders) and certain aspects of the affairs and management of, and their dealings with, the Company;

“Allocation Notice”

has the meaning given in Article 38.5;

“Articles”

means the Company's articles of association for the time being in force and “Article” is one of these Articles;

“Bankruptcy” or “Bankrupt”

refers to individual insolvency proceedings in any jurisdiction;

“Business Day”

means a day that is not a Saturday or Sunday or any day that is a bank holiday in England and Wales;

“Capitalised Sum”

has the meaning given in Article 50.1;

“Chairman”

has the meaning given in Article 14;

“Chairman of the meeting”

has the meaning given in Article 54.3;

“clear days”

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given or received 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 Act), in so far as they apply to the Company;

“Company”

means Cicero Consulting Limited, incorporated in England (company number 04071207);

“Completion Date”

has the meaning given in Article 38.5;

“Control”

has the meaning given in section 995 of the Income Tax Act 2007 and “Controlled” shall be construed accordingly;

“Director”

means a director of the Company, and includes any person occupying the position of director, by whatever name called;

“Distribution Recipient”

has the meaning given in Article 45.2;

“Document”

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

“Drag along Notice”

has the meaning given in Article 40.1;

“electronic form”

has the meaning given in section 1168 of the Act;

“Eligible Director”

means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);

“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 to the Company;

“Group”

means the Company and its subsidiaries and “Group Company” means any one of them;

“hard copy” “electronic form” and related expressions

have the meanings given in section 1168 of the Act;

“Holder”

in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;

“including”

means including, without limitation, and “include” shall be construed accordingly;

“instrument”

means a document in hard copy form;

“Minimum Transfer Condition”

has the meaning given in Article 38.1;

“Non-Parent Company Director”

means any Director appointed by any Non-Parent Company Shareholder in accordance with Article 23.2;

“Non-Parent Company Shareholder”

means any Shareholder other than the Parent Company;

“Ordinary Resolution”

has the meaning given in section 282 of the Act;

“Parent Company Director”

means any Director appointed by the Parent Company in accordance with Article 23.1;

“Parent Company”

the holder of a majority of the Shares in number from time to time, who at the date of adoption of these Articles is Havas UK Limited (company number 02821174);

“paid”

means paid or credited as paid;

“participate”

in relation to a Directors' meeting, has the meaning given in Article 12;

“Persons Entitled”

has the meaning given in Article 50.1;

“Proxy Notice”

has the meaning given in Article 60.1;

“Sale”

means the bona fides transfer, whether through a single transaction or a series of transactions, to a person (being neither a Shareholder nor the Company) or any such persons Acting in Concert with each other, of Shares, or of any interest in or rights attaching to any Shares, as a result of which such person acquires Control of the Company;

“Sale Price”

has the meaning given in Article 38.1;

“Sale Shares”

has the meaning given in Article 38.1;

“Shares”

means the shares in the capital of the Company from time to time and “Share” means any one of them;

“Shareholder”

means a Holder for the time being of any Shares, other than the Company holding Treasury Shares;

“Stakeholder Interests” and “Stakeholder Interest”

have the meanings given in Article 4;

“Special Resolution”

has the meaning given in section 283 of the Act;

“subsidiary”

has the meaning given in section 1159 of the Act;

“Tag Offer”

has the meaning given in Article 39.1;

“Third Party”

has the meaning given in Article 38.1;

“Transfer Notice”

has the meaning given in Article 38.1;

“Transmittee”

means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;

“Treasury Shares”

means Shares held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;

“Whole Interest”

in relation to a Share, means the whole legal title to, and equitable interest in it and any further Shares derived from it, free from all encumbrances, and with all rights attaching to it or them;

“Wholly-Owned Group”

means a body corporate, any of its wholly-owned subsidiaries, any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company and a “member of a Wholly-Owned Group” is any one of those bodies corporate; and

“writing” or “written”

means the representation or reproduction of words, symbols or other information in a legible and non-transitory form by any method or combination of methods, whether in electronic form or otherwise.

2.2 In these Articles, unless the context requires otherwise:

- (a) bodies corporate are “associated” if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) an “interest” in a share includes any interest of any kind whatsoever in a share or a right attaching to it, including where there is a contingent interest or right;
- (c) words importing the singular number shall include the plural and vice versa, words denoting any gender shall include a reference to each other gender and words denoting persons shall include bodies corporate or unincorporated;
- (d) subject to paragraph (e) a reference to any enactment or subordinate legislation (as defined by section 21(1) Interpretation Act 1978) shall include any modification or re-enactment of that provision for the time being in force;
- (e) other words or expressions shall bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company; and
- (f) the headings are used for convenience only and shall not affect the interpretation of these Articles.

3 LIABILITY OF MEMBERS

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

3A OBJECTS CLAUSE

3A.1 The objects of the Company are to promote the success of the Company;

- (a) for the benefit of its members as a whole; and
 - (b) through its business and operations, to have a material positive impact on society and the environment,
- taken as a whole.

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY AND DUTIES

4.1 Subject to the 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.

4.2 A Director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in Article 3A above, and in doing so shall have regard (amongst other matters) to:

- (a) the likely consequences of any decision of the Directors in the long term and the impact any such decision may have on any affected stakeholders;
- (b) the interests of the Company's employees;
- (c) the need to foster the Company's business relationships with suppliers, customers and others;
- (d) the impact of the Company's operations on the community and the environment and on affected stakeholders;
- (e) the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders; and
- (f) the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of these Articles as the "Stakeholder Interests" and each a "Stakeholder Interest").

4.3 For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.

4.4 Nothing in Article 3A or this Article 4 express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).

4.5 The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and

the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Act, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

5 NOT USED

6 DIRECTORS MAY DELEGATE

6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

7.1 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 the Articles which govern the taking of decisions by Directors.

7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

8 NOT USED

DECISION-MAKING BY DIRECTORS

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

9.1 The general rule about decision-making by Directors is that any decision of the Directors must be either:

- (a) a majority decision at a meeting; or
- (b) a decision taken in accordance with Article 10.

9.2 If and so long as:

- (a) the Company only has one Director; and
- (b) no provision of the Articles, including as to the number of Directors, requires it to have more than one Director,

the general rule about decision-making by Directors does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making (apart from Article 20 regarding recording his decisions) and he may, alone, exercise all the powers and discretions expressed by these Articles to be vested in the Directors generally.

10 UNANIMOUS DECISIONS

- 10.1 A decision of the Directors is taken in accordance with this Article 10 when all Eligible Directors indicate to each other by any means that they agree on a matter.
- 10.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed a copy of it or to which each Eligible Director has otherwise indicated agreement in writing.
- 10.3 A decision may not be taken in accordance with this Article 10 if the Eligible Directors would not have formed a quorum at a Directors' meeting.

11 CALLING A DIRECTORS' MEETING

- 11.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 11.2 Notice of any Directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) 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.
- 11.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 11.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before, on or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12 PARTICIPATION IN DIRECTORS' MEETINGS

- 12.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other as long as they can all hear and speak to each other.
- 12.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13 QUORUM FOR DIRECTORS' MEETINGS

- 13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on other than in accordance with Article 13.3.
- 13.2 The quorum for Directors' meetings shall be two Eligible Directors at least one of whom shall (if he is in office or unless the Directors all otherwise agree in writing) be:
- (a) a Parent Company Director; and
 - (b) a Non-Parent Company Director,

save that a Non-Parent Company Director shall not be required to form a quorum at a second adjourned meeting if the original meeting and the first adjourned meeting were, and the second adjourned meeting would otherwise be, inquorate due to non-attendance of a Non-Parent Company Director.

- 13.3 If the total number of Directors for the time being is less than the quorum required, or the minimum number of Directors, the Directors must not take any decision other than a decision to:
- (a) approve the registration of transfers of Shares, or the registration of a Transmittal as a Shareholder, in accordance with these Articles; or
 - (b) appoint further Directors sufficient to make up the quorum; or
 - (c) propose a written resolution of Shareholders; or
 - (d) call a general meeting.

14 CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The Directors may appoint a Director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the "Chairman".
- 14.3 The Directors may terminate the Chairman's appointment at any time.
- 14.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

15 VOTING AT DIRECTORS' MEETINGS

- 15.1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Eligible Directors.
- 15.2 Subject to the Articles, each Eligible Director participating in a Directors' meeting has one vote.
- 15.3 A Director, who pursuant to the Act or Article 17 has declared to the other Directors the nature and extent of his interest, shall be entitled to vote in respect of that matter or any matter arising from it, and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the committee of Directors at which the vote is taken.

16 CHAIRMAN HAS NO CASTING VOTE AT DIRECTORS' MEETINGS

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting shall not have a casting vote.

17 DIRECTOR'S OTHER INTERESTS OR DUTIES

- 17.1 Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company or any of its associated body corporates is otherwise interested; and
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any associated body corporate of the Company or any other body corporate in which the Company is interested,

and:

- (i) he shall not, by reason of his office, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;
- (ii) he shall not infringe his duty 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 as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate;
- (iii) he shall not be required to disclose to the Company, or use in performing his duties as a Director of the Company, any confidential information relating to such office, employment, transaction, arrangement or interest if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that office, employment, transaction, arrangement or interest;
- (iv) he shall be entitled from time to time, in relation to that office, employment, transaction, arrangement or interest, to disclose to, or to use for the benefit of, any of its associated companies, any information confidential to the Company which he has obtained in the course of performing his duties as Director of the Company, as he shall at his discretion see fit; and
- (v) he may absent himself from discussions, whether in meetings of the Directors or otherwise and exclude himself from information, which will or may relate to that office, employment, transaction, arrangement or interest.

17.2 For the purposes of this Article 17:

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;
- (b) 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;
- (c) a Director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest; and
- (d) a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

18 DIRECTORS UNABLE TO AUTHORISE CONFLICTS OF INTEREST

The Directors are not entitled to authorise, pursuant to section 175 of the Act, any matter which would result in a Director infringing his duty under that section 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.

19 QUESTIONS AS TO A DIRECTOR'S RIGHTS TO PARTICIPATE

- 19.1 Subject to Article 19.2, if a question arises at a meeting of 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, 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 conclusive.

- 19.2 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, 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 participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20 RECORDS OF DECISIONS TO BE KEPT

- 20.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision, of every decision made by the Directors.
- 20.2 All decisions of the Directors, whether made at a meeting or otherwise, must be recorded in writing.

21 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the Articles, 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.

APPOINTMENT OF DIRECTORS

22 NUMBER OF DIRECTORS

The number of Directors shall be not less than one and shall not be subject to any maximum.

23 APPOINTMENT AND REMOVAL OF DIRECTOR BY PARENT COMPANY/ NON-PARENT COMPANY SHAREHOLDERS

- 23.1 The Parent Company may at any time and from time to time appoint up to four persons, who are willing to act, as Directors and is permitted to do so by sending a written notice to the Company, and so that there may be no more than four Directors in office appointed pursuant to this Article 23.1 at any time. Any such notice shall specify the name of the person so appointed. Any such appointment shall take effect when received at the registered office of the Company or at such later time or date as may be specified in the notice.
- 23.2 For as long as any Non-Parent Company Shareholder holds, alone or together with other Non-Parent Company Shareholders, at least five per cent. of the Shares in number, a Non-Parent Company Shareholder holding, alone or together with other Non-Parent Company Shareholders, a majority of the Shares held by Non-Parent Company Shareholders, may at any time and from time to time appoint up to three persons, who are each employed by any Group Company or a body corporate associated with the Company and are willing to act, as Directors and is/are permitted to do so by sending a written notice to the Company and so that there may be no more than three Directors in office appointed pursuant to this Article 23.2 at any time. Any such notice shall specify the name of the person so appointed. Any such appointment shall take effect when received at the registered office of the Company or at such later time or date as may be specified in the notice.
- 23.3 Any Director appointed pursuant to Article 23.1 or 23.2 may be removed and replaced by his appointor(s) sending a written notice to the Company.
- 23.4 Any Director appointed pursuant to Article 23.2 shall be deemed to have been removed immediately upon his appointor ceasing to be entitled to appoint a Director under that Article, unless he has more than one appointor, in which case he shall be automatically removed upon all his appointors together ceasing to be entitled to appoint a Director under Article 23.2.
- 23.5 Any Director appointed pursuant to Article 23.1 or Article 23.2 shall be entitled from time to time to disclose to his appointor such information concerning the business and affairs of the

Company and its subsidiaries, if any, as he shall at his discretion see fit, but if he was appointed by more than one Shareholder, he must ensure that he treats all such Shareholders equally, so far as possible, in making any such disclosure.

24 OTHER METHODS OF APPOINTING DIRECTORS

24.1 In any case where, as a result of death or Bankruptcy, the Company has no Shareholders and no Directors, the Transmittee of the last Shareholder to have died or to have a Bankruptcy order made against him (as the case may be) has the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a Director.

24.2 For the purposes of Article 24.1, 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.

25 TERMINATION OF DIRECTOR'S APPOINTMENT

25.1 A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (b) a Bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (e) notification is received by the Company pursuant to Article 23.1 or 23.2 that the Director is being removed from office, and such removal has taken effect in accordance with its terms; or
- (f) he is deemed to have been removed pursuant to Article 23.4; or
- (g) where he is an employee of any Group Company or of a body corporate associated with the Company (unless he was appointed pursuant to Article 23.1):
 - (i) he ceases to be, and is no longer continuing as, any such employee; or
 - (ii) notice of termination of his employment leading directly to such cessation is given to or by such a person.

25.2 A person may be required by the Company to cease his office as a Director if 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.

26 DIRECTORS' REMUNERATION

26.1 Directors may provide any services to the Company that the Directors decide.

26.2 Directors are entitled to such remuneration as determined by the Parent Company giving written notice to the Company:

- (a) for their services to the Company as Directors; and/or
- (b) for any other service which they provide to the Company.

26.3 Subject to the Articles, a Director's remuneration may:

- (a) take any form; and

- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

26.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

26.5 Unless the Directors decide otherwise, Directors are not 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.

27 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors; or
- (b) general meetings; or
- (c) separate meetings of the Holders of any class of Shares or of debentures of the Company; or
- (d) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3 SHARES AND DISTRIBUTIONS SHARES

28 SHARE CAPITAL

28.1 The share capital of the Company at the date of the adoption of these Articles is divided into ordinary shares of £0.10 each.

28.2 The Shares shall rank pari passu in all respects.

28.3 Where and for so long as a Shareholder agrees not to exercise, or waives, or is prohibited from exercising, his voting rights in relation to any Shares held by him, he is not entitled, and has no right, to vote at meetings of Shareholders or on a written resolution in respect of those Shares and those Shares are treated as not carrying voting rights.

28.4 The Company has no right to attend or vote at meetings of Shareholders and it is not entitled to vote on a written resolution, in respect of any Treasury Shares.

28.5 The Company may, in accordance with section 692(1ZA) of the Act, purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, up to an aggregate purchase price in a financial year of the lower of:

- (a) £15,000.00; or
- (b) the nominal value of 5% of the Company's fully paid share capital as at the beginning of the financial year.

29 ALL SHARES TO BE FULLY PAID UP

29.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

29.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

30 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 30.1 Subject to the 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.
- 30.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

31 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

32 ALLOTMENT AND ISSUE OF SHARES AND SALE AND TRANSFER OF TREASURY SHARES

- 32.1 Subject to any Agreement, all unissued Shares and all Treasury Shares shall be at the disposal of the Directors who may allot, grant options over, sell, transfer or otherwise dispose of them to such persons on such terms and at such times as they think fit.
- 32.2 Subject to any Agreement, the Directors may exercise the power of the Company to allot Shares, or grant rights to subscribe for or to convert any security into Shares, under section 550 of the Act (private company directors' power to allot shares where only one class).
- 32.3 Any and all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or sections 550 or 551 of the Act and outstanding are revoked as from the date of adoption of these Articles.
- 32.4 All the requirements of sections 561 and 562 of the Act (Existing shareholders' right of pre-emption) are excluded generally in relation to the allotment by the Company of equity securities (as defined in section 560 of the Act) including the sale of Shares that immediately before the sale were Treasury Shares.
- 32.5 For as long as the Non-Parent Company Shareholders hold any Shares, no Shares shall be allotted (other than pursuant to an employee incentive plan approved by the Company) without the prior written consent, or a vote in favour at a duly convened meeting of the Directors, of a majority of the Non-Parent Company Directors, or if there is no Non-Parent Company Director appointed, without the prior written consent of the Non-Parent Company Shareholders who hold a majority of the Shares in number held by the Non-Parent Company Shareholders.
- 32.6 The Company shall only be permitted to sell or transfer any Treasury Shares to any person with the prior written consent of the Parent Company.

33 SHARE CERTIFICATES

- 33.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 33.2 Every certificate must specify:
- (a) in respect of how many Shares, of what class, it is issued;
 - (b) the nominal value of those Shares;
 - (c) that the Shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.

- 33.3 No certificate may be issued in respect of Shares of more than one class.
- 33.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 33.5 Certificates must:
- (a) have affixed to them the Company's common seal; or
 - (b) be otherwise executed in accordance with the Companies Acts.

34 REPLACEMENT SHARE CERTIFICATES

- 34.1 If a certificate issued in respect of a Shareholder's Shares is:
- (a) damaged or defaced; or
 - (b) said to be lost, stolen or destroyed,
- that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 34.2 A Shareholder exercising the right to be issued with such a replacement certificate:
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the Directors decide.

ALTERATION OF SHARE CAPITAL

35 SUB-DIVISION OR CONSOLIDATION OF SHARES

- 35.1 An Ordinary Resolution authorising a sub-division, consolidation or division of Shares may determine that, as between the resulting Shares, any of them may have any preference, deference or advantage or be subject to any restriction as compared with the others, provided that the power granted by this Article 35.1 shall not be exercised for as long as the Non-Parent Company Shareholders hold any Shares without the prior written consent, or a vote in favour at a duly convened meeting of the Directors, of a majority of the Non-Parent Company Directors, or if there is no Non-Parent Company Director appointed, without the prior written consent of the Non-Parent Company Shareholders who hold a majority of the Shares in number held by the Non-Parent Company Shareholders.
- 35.2 Whenever as a result of a sub-division, consolidation or division of Shares any difficulty arises, the Parent Company by written notice to the Company may settle it as it thinks fit, including as to fractions of a Share.

TRANSFER OF SHARES

36 SHARE TRANSFERS

- 36.1 Shares may be transferred by means of an instrument of transfer which is executed by or on behalf of the transferor.
- 36.2 No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any Share.
- 36.3 The Company may retain any instrument of transfer which is registered.
- 36.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.

- 36.5 Notwithstanding any other provisions of these Articles, no transfer of any Share shall be registered if it is to a minor.
- 36.6 The Directors must refuse to register the transfer of a Share which is not permitted by these Articles. The Directors may also refuse to register the transfer of a Share on which the Company has a lien and/or unless the certificate for the Share (or an indemnity for lost certificate in a form acceptable to the Directors) and other evidence satisfactory to the Directors of the right to make the transfer is produced to them and/or unless the transfer is duly stamped or certified (if appropriate). Subject to this or as required by law, the Directors must register the transfer of a Share made in accordance with these Articles.
- 36.7 If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal, unless the Directors suspect that the proposed transfer may be fraudulent.

37 RESTRICTIONS ON TRANSFERS OF SHARES

- 37.1 Save for the Parent Company, and subject always to the provisions of any Agreement, no person shall be entitled to transfer any Share unless the transfer is made:
- (a) with the consent in writing of the Parent Company;
 - (b) pursuant to Article 39 (Tag along); or
 - (c) pursuant to Article 40 (Drag along).
- 37.2 For so long as the Non-Parent Company Shareholders hold any Shares, save where the provisions of Article 39 (Tag along) or Article 40 (Drag along) apply, the Parent Company shall not transfer any Shares to any person (other than to a member of its Wholly-Owned Group) without observing the restrictions imposed by Article 38 (transfer subject to pre-emption).

38 TRANSFERS SUBJECT TO PRE-EMPTION

Service of Transfer Notice

- 38.1 If the Parent Company receives an offer in relation to any of its Shares from a person other than a member of its Wholly-Owned Group (a "Third Party") and the Parent Company wishes to transfer some or all of the Shares being the subject of the offer to such Third Party, it must first give a notice in writing (a "Transfer Notice") to the Company, specifying:
- (a) the number of Shares that it wishes to transfer (the "Sale Shares");
 - (b) the price in cash for which it wishes to transfer each of the Sale Shares (the "Sale Price") being the same price per Sale Share offered to the Parent Company by the Third Party;
 - (c) the name of the Third Party; and
 - (d) whether the notice is conditional upon all, or a specified number of, the Sale Shares being sold to other Shareholders (the "Minimum Transfer Condition"),
- but this does not apply to a transfer pursuant to any of Articles 39 (Tag along) or 40 (Drag along) unless or to the extent described in any of those Articles.
- 38.2 A Transfer Notice appoints the Company the agent of the Parent Company for the sale of the Whole Interest in the Sale Shares at the Sale Price, subject if applicable to the Minimum Transfer Condition.

Offer of Shares

- 38.3 As soon as practicable and in any event within 15 Business Days following receipt by the Company of the Transfer Notice, the Company shall give notice in writing to all the Non-Parent Company Shareholders offering the Sale Shares for sale at the Sale Price on a pro-rata basis according to the number of Shares they each hold.
- 38.4 The offer to each Non-Parent Company Shareholder made pursuant to Article 38.3 shall:
- (a) state the number of Sale Shares offered and the Sale Price per Sale Share;
 - (b) identify the Third Party;
 - (c) invite each Non-Parent Company Shareholder to state in writing within 10 Business Days of the date of the offer whether he is willing to purchase any, and if so what maximum number, of the Sale Shares at the Sale Price and specify that if the offer is not accepted within such 10 Business Days, it will be deemed to be declined; and
 - (d) state the Minimum Transfer Condition, if any, and specify that if the Minimum Transfer Condition is not met, the offer will be deemed to be declined.

Completion of sale

- 38.5 If the Company, after making the offers under Articles 38.3 and 38.4, finds, within the period limited for acceptance, Non-Parent Company Shareholder(s) willing to purchase any Sale Shares, it shall, provided any Minimum Transfer Condition has been satisfied or waived, give notice to all those Non-Parent Company Shareholders and the Parent Company of its allocation of Sale Shares (an "Allocation Notice"). The Allocation Notice shall be in writing and shall specify the name and address of each purchasing Non-Parent Company Shareholder, the number of Sale Shares to be purchased by him and the place and time (being not earlier than five Business Days and not later than 10 Business Days after the date of the Allocation Notice) at which the sale of those Sale Shares to the purchasing Non-Parent Company Shareholder(s) shall be completed (the "Completion Date").
- 38.6 The Parent Company shall be bound, upon the payment of the Sale Price for each of the Sale Shares, to deliver the relevant share certificates (or an indemnity for lost certificate in a form acceptable to the Directors) in respect of the Sale Shares and transfer the Whole Interest in the Sale Shares as specified in the Allocation Notice on the Completion Date.

Parent Company's right to sell Sale Shares to Third Party

- 38.7 In the event that any Sale Shares are not sold in accordance with the preceding provisions of this Article 38 (either through the Company not finding purchasers for the Sale Shares following the offers under Articles 38.3 and 38.4, or through the Minimum Transfer Condition not being satisfied or waived, or, through no default of the Parent Company, the purchase of any of the Sale Shares not being completed in accordance with the Allocation Notice), the Parent Company may, within 90 Business Days after receiving written notice from the Company of that event, transfer the Whole Interest in any such unsold Sale Shares to the Third Party, at a price at least equal to the Sale Price per Sale Share.

Failure by Parent Company to transfer Sale Shares

- 38.8 If the Parent Company fails to transfer any of the Sale Shares in accordance with Article 38.6:
- (a) any Director shall be deemed to be duly appointed as the agent of the Parent Company, with full power to execute, complete and deliver, in the name and on behalf of the Parent Company, the agreement or transfer necessary to transfer the relevant Shares to the purchasing Non-Parent Company Shareholder;
 - (b) the appointment referred to in Article 38.8(a) is irrevocable and is given to secure the performance of the obligations of the Parent Company under this Article 38;

- (c) any Director may receive and give a good discharge for the purchase money on behalf of the Parent Company and (subject to the transfer being duly stamped, or as appropriate certified) enter the name of the purchasing Non-Parent Company Shareholder in the register of members as the holder by transfer of the Shares so purchased by him;
- (d) the purchasing Non-Parent Company Shareholder shall then become indefeasibly entitled to the Whole Interest in those Shares; and
- (e) the Directors shall then pay the purchase money into a separate bank account in the name of the Company until the Parent Company sends its certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate) to the Company at which point it shall be paid the purchase money without interest and less any sums owed to the Company by it.

Consent to Transfer

- 38.9 Non-Parent Company Shareholders holding at least fifty per cent. of the Shares in number held by Non-Parent Company Shareholders may agree in writing to waive the provisions of this Article 38.

39 TAG ALONG

- 39.1 If the effect of any proposed transfer of Shares would be a Sale, the intending transferor of such Shares may not complete that transfer unless it has first procured the proposed acquirer under the Sale to make an offer (the "Tag Offer") to buy from all the other Shareholders all the Shares held by them, together with all their interests in such Shares, in accordance with this Article 39.

- 39.2 The Tag Offer must be in writing and specify:

- (a) that the proposed acquirer under the Sale is offering to buy from all the other Shareholders all the Shares held by them together with all their interests in such Shares, in accordance with this Article 39;
- (b) the purchase price per Share, which must be at least equal to the highest price per Share, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the other Shareholder has the option to select, or the default applies) under the proposed Sale;
- (c) that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale;
- (d) that it is open for acceptance for a period which must be not less than 10 Business Days; and
- (e) that the offeree Shareholder shall not be required to give any warranty or indemnity in relation to the transfer other than a warranty as to capacity and the full title guarantee of the Shares transferred.

- 39.3 If any offeree Shareholder fails to transfer his Shares pursuant to the Tag Offer which he has accepted, the provisions of Article 38.8, with appropriate modifications, apply.

- 39.4 Neither the purchase of Shares pursuant to the Tag Offer, nor the transfer of Shares constituting a Sale in respect of which the Tag Offer is made, are subject to any of the other restrictions on transfer of Shares under these Articles.

- 39.5 No Tag Offer need be made if a Drag along Notice has been served under Article 40.

40 DRAG ALONG

- 40.1 If the effect of any proposed transfer of Shares would be a Sale, the intending transferor of such Shares has the right to give notice to all the other Shareholders requiring them to transfer all the Shares held by them, together with all their interests in such Shares, to the proposed acquirer under the Sale (the "Drag along Notice") in accordance with this Article 40.
- 40.2 The Drag along Notice must be in writing and specify:
- (a) that those Shareholders are required to transfer all the Shares held by them, together with all their interests in such Shares, to the proposed acquirer under the Sale, in accordance with this Article 40;
 - (b) the purchase price per Share, which must be at least equal to the highest price per Share, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the other Shareholder has the option to select, or the default applies) under the proposed Sale;
 - (c) that completion of the purchase will be conditional on, and will occur contemporaneously with, completion of the proposed Sale;
 - (d) that the other Shareholder shall not be required to give any warranty or indemnity in relation to the transfer other than a warranty as to capacity and the full title guarantee of the Shares transferred;
 - (e) no other terms or conditions that are less favourable to the other Shareholder than under the proposed Sale; and
 - (f) that the other Shareholder may give notice to the intending transferor within the next 10 Business Days that he wishes to sell his Shares voluntarily as part of the proposed Sale.
- 40.3 If any of those other Shareholders fails to transfer his Shares pursuant to the Drag along Notice, the provisions of Article 38.8, with appropriate modifications, apply.
- 40.4 Neither the purchase of Shares pursuant to the Drag along Notice, nor the transfer of Shares constituting a Sale in respect of which the Drag along Notice may be served, are made subject to any of the other restrictions on transfer of Shares under these Articles, save that a Drag along Notice may not be served under the provisions of this Article 40 without the prior written consent, or a vote in favour at a duly convened meeting of the Directors, of a majority of the Non-Parent Company Directors, or if there is no Non-Parent Company Director appointed, without the prior written consent of the Non-Parent Company Shareholders who hold a majority of the Shares in number held by the Non-Parent Company Shareholders.

TRANSMISSION OF SHARES

41 TRANSMISSION OF SHARES

- 41.1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.
- 41.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require:
- (a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and
 - (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.

- 41.3 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of those Shares.

42 EXERCISE OF TRANSMITTEES' RIGHTS

- 42.1 Transmittees who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 42.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.
- 42.3 Any transfer made or executed under this Article 42 is subject to the Articles and 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.

43 TRANSMITTEES BOUND BY PRIOR NOTICES

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 other person nominated under Article 41.2 has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

44 PROCEDURE FOR DECLARING DIVIDENDS

- 44.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 44.2 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.
- 44.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 44.4 Unless the Shareholders' resolution to declare or 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.
- 44.5 If the Company's Share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 44.6 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.
- 44.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

45 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 45.1 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:
- (a) transfer to a bank or building society account specified by the Distribution Recipient in writing;

- (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient in writing;
 - (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
 - (d) any other means of payment as the Directors agree with the Distribution Recipient in writing.
- 45.2 In the Articles, the "Distribution Recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:
 - (a) the Holder of the Share; or
 - (b) if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
 - (c) if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.
- 46 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:

 - (a) the terms on which the Share was issued; or
 - (b) the provisions of another agreement between the Holder of that Share and the Company.
- 47 UNCLAIMED DISTRIBUTIONS
 - 47.1 All dividends or other sums which are:
 - (a) payable in respect of Shares; and
 - (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
 - 47.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
 - 47.3 If:
 - (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
 - (b) 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.
- 48 NON-CASH DISTRIBUTIONS
 - 48.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, 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).

- 48.2 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:
- (a) fixing the value of any assets;
 - (b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

49 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, but if:

- (a) the Share has more than one Holder; or
- (b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

50 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

50.1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:

- (a) 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
- (b) appropriate any sum which they so decide to capitalise (a "Capitalised Sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "Persons Entitled") and in the same proportions,

except that where a Capitalised Sum is applied in paying up in full new Shares, the "Persons Entitled" are extended to include the Company in respect of any Treasury Shares, in accordance with Article 50.3.

50.2 Capitalised Sums must be applied:

- (a) on behalf of the Persons Entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

50.3 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, and for this purpose the Company is able to participate in the relevant allotment in relation to any Treasury Shares.

50.4 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.

50.5 Subject to the Articles, the Directors may:

- (a) apply Capitalised Sums in accordance with Articles 50.3 and 50.4 partly in one way and partly in another;

- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 50 (including the issuing of fractional certificates or the making of cash payments); and
- (c) 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 50.

PART 4 DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

51 PERSONS ENTITLED TO RECEIVE NOTICE OF GENERAL MEETINGS

Notices of general meetings need not be given to the Directors.

52 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 52.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 52.2 A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) 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.
- 52.3 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.
- 52.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other as long as they can all hear and speak to each other.
- 52.5 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.

53 QUORUM FOR GENERAL MEETINGS

- 53.1 No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 53.2 If there is any Non-Parent Company Shareholder holding any Shares, two persons entitled to vote upon the business to be transacted, being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation which is a Shareholder, shall be a quorum, provided that one of the persons comprising the quorum must be the Parent Company or its proxy or corporate representative and one of the persons comprising the quorum must be a Non-Parent Company Shareholder or his proxy, save that a Non-Parent Company shareholder or his proxy shall not be required to form a quorum at an adjourned general meeting if the original general meeting was, and the adjourned general meeting would otherwise be, inquorate due to non-attendance of a Non-Parent Company Shareholder or his proxy.
- 53.3 If there is not any Non-Parent Company Shareholder holding any Shares, one person entitled to vote upon the business to be transacted, being a Shareholder or a proxy for a Shareholder

or a duly authorised representative of a corporation which is a Shareholder, shall be a quorum, provided that one of the persons comprising the quorum must be the Parent Company or its proxy or corporate representative.

54 CHAIRING GENERAL MEETINGS

54.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

54.2 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:

(a) the Directors present; or

(b) (if no Directors are present) the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.

54.3 The person chairing a meeting in accordance with this Article 54 is referred to as the "Chairman of the meeting".

55 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

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

55.2 The Chairman of the meeting may permit other persons who are not:

(a) Shareholders; or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a particular general meeting.

56 ADJOURNMENT

56.1 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 it.

56.2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

56.3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

56.4 When adjourning a general meeting, the Chairman of the meeting must:

(a) 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

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

56.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 56.6 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.

VOTING AT GENERAL MEETINGS

57 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 the Articles.

58 ERRORS AND DISPUTES

- 58.1 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.
- 58.2 Any such objection must be referred to the Chairman of the meeting, whose decision is final.

59 POLL VOTES

59.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) 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.

59.2 A poll may be demanded at any general meeting by:

- (a) the Chairman of the meeting; and
- (b) a person having the right to vote on the resolution.

59.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the Chairman of the meeting consents to the withdrawal,

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

59.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

60 CONTENT OF PROXY NOTICES

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

- (a) states the name and address of the Shareholder appointing the proxy;
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the Proxy Notice at any time before the meeting.

- 60.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 60.3 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.
- 60.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- (a) 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; and
 - (b) 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.

61 DELIVERY OF PROXY NOTICES

- 61.1 A Proxy Notice in relation to which a right to vote is to be exercised must be delivered so that it is received by the Company:
- (a) in the case of a meeting or adjourned meeting, at any time before the time for holding the meeting or adjourned meeting, or any earlier time (but not later than 48 hours before the time for holding the meeting or adjourned meeting) that the Directors may specify; and
 - (b) in the case of a poll taken otherwise than at the meeting or adjourned meeting, before the poll is taken.
- 61.2 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.
- 61.3 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 61.4 A notice revoking a proxy appointment only takes effect if it is delivered before:
- (a) the start of the meeting or adjourned meeting to which it relates; or
 - (b) in the case of a poll taken otherwise than at the meeting or adjourned meeting, before the poll is taken.
- 61.5 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.

62 AMENDMENTS TO RESOLUTIONS

- 62.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.

- 62.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
- (a) the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 62.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

PART 5 ADMINISTRATIVE ARRANGEMENTS

- 63 MEANS OF COMMUNICATION TO BE USED
- 63.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 63.2 The Company may send or supply Documents or information to Shareholders by making them available on a website.
- 63.3 Subject to the Articles, any notice or Document or other information to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents or other information for the time being.
- 63.4 A Director may agree with the Company that notices or Documents or other information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 63.5 Any notice in writing to the Company by the Parent Company under these Articles:
- (a) if in hard copy form, shall be signed by a director or the secretary of, or some other person duly authorised on behalf of, the Parent Company; and
 - (b) if in electronic form, shall contain or be accompanied by a statement as to the identity of the Parent Company and shall give the Company no reason to doubt that it is a notice of the Parent Company.
- 63.6 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and delivered by hand, at the time the notice, document or other information is left at the address;
 - (b) if properly addressed and sent by prepaid United Kingdom first class post, or another next working day delivery service providing proof of delivery, to an address in the United Kingdom, at 9.00 am on the second Business Day after the date of posting;
 - (c) if properly addressed and sent by prepaid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after the date of posting;
 - (d) if properly addressed and sent by reputable international express courier to an address outside the country from which it is sent, on signature of a delivery receipt;
 - (e) if properly addressed and sent or supplied by electronic means, one hour after the Document or information was sent or supplied;

- (f) if sent or supplied by means of a website, when the material is first made available on the website or (if later), when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
- (g) if deemed receipt under the previous paragraphs of this Article 63.6 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article all references to time are to local time in the place of deemed receipt.

For the purposes of this Article 63.6, no account shall be taken of any part of a day that is not a Business Day.

63.7 Proof that an envelope containing a notice or other Document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other Document was sent. Proof that a notice or other Document contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other Document was sent.

64 COMPANY SEALS

64.1 Any common seal of the Company may only be used by the authority of the Directors.

64.2 The Directors may decide by what means and in what form any common seal is to be used.

64.3 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 at least by:

- (a) two Authorised Persons; or
- (b) one Authorised Person in the presence of a witness who attests the signature.

64.4 For the purposes of this Article 64, an "Authorised Person" is:

- (a) any Director of the Company;
- (b) the Company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing Documents to which the common seal is affixed.

65 PARENT COMPANY'S RIGHT TO INFORMATION AND TO INSPECT ACCOUNTS AND OTHER RECORDS

The Parent Company may at any time and from time to time, by written notice to the Company:

- (a) be given all such information and Documents in relation to the Company's business and affairs as it shall request; and
- (b) inspect of any of the Company's accounting or other records or Documents.

WINDING UP

66 WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the

like sanction determines, but no Shareholders shall be compelled to accept any assets upon which there is a liability.

DIRECTORS' INDEMNITY AND INSURANCE

67 INDEMNITY

67.1 Subject to Article 67.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, each relevant officer may be indemnified out of the Company's assets (including by funding any expenditure incurred or to be incurred by him) against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in connection with:

- (a) any negligence, default, breach of duty or breach of trust in relation to the company of which he is a relevant officer;
- (b) the Company's, or any of its associated companies', activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
- (c) the actual or purported execution and/or discharge of his duties.

67.2 This Article 67 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

67.3 In this Article 67 a "relevant officer" means any director, alternate director, or other officer of the Company or of an associated company of the Company, but excluding any person engaged by that company as auditor.

68 INSURANCE

68.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

68.2 In this Article 68:

- (a) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company of the Company, or a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested; and
- (b) a "relevant officer" means any current or former director, alternate director or other officer of the Company or of an associated company of the Company (but excluding any person engaged by that company as auditor) or a current or former trustee of a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested.