
THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

MEADOWHALL SHOPPING CENTRE LIMITED

As amended by special resolution dated 6 February 2009

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COMPANIES HOUSE

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1. **Name**

1.1 The Company's name is "Meadowhall Shopping Centre Limited".

2. **Registered Office**

2.1 The Company's registered office is to be situated in England and Wales.

3. **Objects**

3.1 The Company's object is to carry on business as a general commercial company and accordingly to carry on any trade or business whatsoever and so that the company has power to do all such things as are incidental or conducive to the carrying on of any trade or business by it and in addition and without prejudice to the generality of the foregoing the further objects for which the Company is established are:

- (A) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers agents and representatives, Insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to

carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.

- (B) To acquire and assume for any estate or Interest and to take options over, construct, develop or exploit any property real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and to act and carry on business as a holding company.
- (C) To manufacture, process, import, export, deal in and store any goods and other things and to carry on the business of manufacturers, processors, importers, exporters and storers of and dealers in any goods and other things.
- (D) To acquire and exploit lands, mines and mineral rights and to acquire, explore for and exploit any natural resources and to carry on any business involving the ownership or possession of land or other immovable property or buildings or structures thereon and to construct, erect, install, enlarge, alter and maintain buildings, plant and machinery and to carry on business as builders, contractors and engineers.
- (E) To provide services of all descriptions and to carry on business as advisers, consultants, brokers and agents of any kind.
- (F) To advertise, market and sell the products of the Company and of any other person and to carry on the business of advertisers or advertising agents or of a marketing and selling organisation or of a supplier, wholesaler, retailer, merchant or dealer of any kind.
- (G) To provide technical, cultural, artistic, educational, entertainment or business material, facilities or services and to carry on any business involving any such provision.
- (H) To lend money, and grant or provide credit and financial accommodation, to any person and to carry on the business of a banking, finance or insurance company.
- (I) To invest money of the Company In any investments and to hold, sell or otherwise deal with such investments, and to carry on the business of a property or investment company.
- (J) To acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company.
- (K) To enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same.
- (L) To borrow and raise money and accept money on deposit and to accept, draw, make, create, issue, create, discount, endorse, negotiate and deal in bills of exchange, promissory notes and other instruments and securities, whether negotiable or otherwise and to engage in currency exchange and interest rate transactions, including but not limited to dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instalments as are similar to, or derived from any of the foregoing whether for the purpose of making a profit or avoiding a loss or managing a currency or interest rate

exposure or any other exposure or for any other purpose and to enter into any guarantee, contract of indemnity or suretyship.

- (M) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of, any person, including (without prejudice to the generality of the foregoing) any subsidiary or holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company, and to secure or discharge any debt or obligation in any manner and in particular (but without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities or in any other manner or any combination thereof.
- (N) To amalgamate or enter into partnership or any profit-sharing arrangement with, or to co-operate or participate in any way with, or to take over or assume any obligation of, or to assist or subsidise any person.
- (O) To apply for and take out, purchase or otherwise acquire any trade and service marks and names, designs, patents, patent rights, inventions and secret processes and to carry on the business of an inventor, designer or research organisation.
- (P) To sell, exchange, mortgage, charge, let on rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over, and in any other manner deal with, or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities.
- (Q) To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property properly purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose.
- (R) To give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to carry on the business of company, fund, trust or business promoters or managers and of underwriters or dealers in securities, and to act as director of and as secretary, manager, registrar or transfer agent for any other company and to act as trustees of any kind and to undertake and execute any trust.
- (S) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company, and to procure the registration or incorporation of the Company in or under the laws of any place outside England.
- (T) To grant pensions, annuities, gratuities and superannuation or other allowances and benefits, including allowances on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any

time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or who the Company considers have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and to make payments towards insurances or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its Members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its Members or for any national, charitable, benevolent, educational, social, public, general or useful object.

- (U) To purchase and maintain for any director, other officer or auditor of the Company insurance against any liability against which the Company may lawfully insure any such persons including (without prejudice to the generality of the foregoing) any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.
- (V) To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.
- (W) To distribute any of the property of the Company among its creditors and Members in specie or kind.
- (X) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (Y) To carry on any other business or activity and do anything of any nature which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its Members.
- (Z) To do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

AND it is hereby declared that in this clause "company", except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed. Incorporated, domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "subsidiary" and "holding company" shall include, respectively, "subsidiary undertaking" and "parent undertaking", "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a

manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. **Members' Liability**

4.1 The liability of the Members is limited.

5. **Share Capital**

5.1 The Company's share capital is £1.00 comprising one share of £1.00, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

6. **Additional Provisions**

(A) In this clause:

"Charging Company" means a company which charges all or any part of its property undertaking or assets to secure payment on the Secured Notes;

"Conditions" means the terms and conditions from time to time of the Secured Notes or the Unsecured Notes;

"Guaranteeing Company" means a company which guarantees payment of all or any part of the Unsecured Notes;

"Secured Note Trustee" means the trustee for the time being of the Secured Works;

"Secured Notes" means the first notes issued by any company which is a subsidiary of The British Land Company PLC after the date of this Memorandum of Association which are expressed to be secured notes, and part of the proceeds of which are lent to the Company, together with any other notes constituted by a trust deed supplemental to the trust deed constituting those notes;

"Borrower Documents" means the documents which from time to time comprise the Borrower Documents as defined in the trust deed constituting the Secured Notes or the Unsecured Notes or any master definitions schedule or similar documents referred to in such trust deed;

"Unsecured Note Trustee" means the trustee for the time being of the Unsecured Notes; and

"Unsecured Notes" means the first notes issue by any company which is a subsidiary of The British Land Company PLC after the date of this Memorandum of Association which are expressed to be unsecured notes, and part of the proceeds of which are lent to the Company, together with any other notes constituted by a trust deed supplemental to the trust deed constituting those notes.

(B) Save with the prior written consent of any Secured Note Trustee and any Unsecured Note Trustee, the Company shall not, if and for so long as it shall be a Charging Company or a Guaranteeing Company and the Secured Notes or the Unsecured Notes are outstanding, unless otherwise provided in or envisaged by the Conditions of the Secured Notes or the Unsecured Notes or the Borrower Document for the Secured Notes or the Unsecured Notes, incur or permit to subsist any indebtedness for

borrowed money (as the same may be defined in the trust deed constituting the Secured Notes or the Unsecured Notes or in any of the Borrower Documents for the same), or give any guarantee or indemnity in respect of any indebtedness for borrowed money (as so defined), except in respect of the Secured Notes and the Unsecured Notes.

- (C) The provisions of this clause 6 shall not be subject to alteration, replacement or removal from this Memorandum of Association except by Special Resolution passed with the written consent of any Secured Note Trustee and any Unsecured Note Trustee.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

Name and address of Subscriber

Number of shares taken by the
Subscriber

Instant Companies Limited
1 Mitchell Lane
Bristol
BS1 6BU

One

Total shares taken

One

Dated 23rd August 2001

Witness to the above Signature:-

Glenys Copeland
1 Mitchell Lane
Bristol BS1 6BU

THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

MEADOWHALL SHOPPING CENTRE LIMITED

(Adopted by special resolution passed in writing on 6 February 2009)

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The Companies Acts 1985 to 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

- of -

MEADOWHALL SHOPPING CENTRE LIMITED

(the "**Company**")

(Adopted by Special Resolution passed in writing on 6 February 2009)

1. ADOPTION OF TABLE A

- 1.1 The regulations in Table A (as set out in the Schedule to the Companies (Tables A to F) Regulations 1985, The Companies (Tables A to F) (Amendment) Regulations 1985, The Companies Act 1985 (Electronic Communications) Order 2000, The Companies (Tables A to F) (Amendment) Regulations 2007 and The Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007) so far as they relate to private companies limited by shares ("**Table A**") shall apply to the Company, except to the extent that the Articles set out below disapply, modify or are inconsistent with them, to the exclusion of Table A contained in any other enactment and the following articles shall be the articles of association of the Company (the "**Articles**", and each such article being an "**Article**").

2. INTERPRETATION

2.1 In these Articles:

- (A) references to regulations are to regulations in Table A;
- (B) the "**1985 Act**" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and the "**2006 Act**" means the Companies Act 2006 for the time being in force;
- (C) the "**Act**" means the 1985 Act and the 2006 Act;
- (D) the expressions "**hard copy form**", "**electronic form**", "**electronic means**" and "**address**" shall have the meaning given in the 2006 Act;
- (E) "**writing**" shall mean the representation or reproduction of words, symbols or other information in visible form by any method or combination of methods whether sent or supplied in electronic form or otherwise;
- (F) the definitions in Table A of "**communication**" and "**electronic communication**" shall be deleted and references in Table A to an "**electronic communication**" shall be replaced by references to a "**communication in electronic form**";
- (G) "**A' Directors**" as defined in Article 13.1;
- (H) "**Associated Company**" means a subsidiary, subsidiary undertaking, holding company or parent undertaking of a company and a subsidiary or subsidiary undertaking of any such holding company or parent undertaking and with respect to

those persons being holders of Shares as at the date of adoption of these Articles, shall also have the meaning in any Relevant Agreement then in force between such persons;

- (I) **"B' Directors"** as defined in Article 13.1;
- (J) **"Business Day"** means any day other than Saturdays, Sundays and public bank holidays in the United Kingdom;
- (K) except as otherwise defined in Articles 2.1(C) to (N), words and expressions defined in Table A (as amended before the date of adoption of these Articles) shall bear the same meaning in these Articles;
- (L) any other words or expressions in these Articles shall bear the same meaning (unless otherwise defined or the context otherwise requires) as in the Act but excluding any statutory modification not in force at the date of adoption by the Company of these Articles;
- (M) references to statutory provisions or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment from time to time in force and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment;
- (N) headings are for convenience only and shall not affect construction; and
- (O) a member represented at a general meeting by a duly authorised corporate representative shall be deemed to be present in person.

3. EXCLUSION OF RIGHTS TO OFFERS ON A PRE-EMPTIVE BASIS

Section 89(1) of the 1985 Act and the provisions of sub-sections 90(1) to (6) inclusive of the 1985 Act shall not apply to the allotment by the Company of any equity security.

4. COMMISSIONS

No commission shall be paid by the Company to any person in consideration of his subscribing or agreeing to subscribe for any Shares or procuring or agreeing to procure subscriptions for any Shares. Regulation 4 of Table A shall not apply.

5. SHARE CERTIFICATES

In the second sentence of regulation 6 of Table A, the words "sealed with the seal" shall be deleted and replaced by the words "executed under the seal or otherwise in accordance with the Act or in such other manner as the directors may approve".

6. DISTRIBUTIONS IN KIND

6.1 Subject to the terms of issue of the relevant share in question:

- (A) the Company may, by ordinary resolution on the recommendation of the directors; and/or
- (B) the directors may, when declaring an interim dividend,

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).

- 6.2 For the purposes of paying a dividend by the transfer of non-cash assets, the directors may, subject to the provisions of the Act, 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.

- 6.3 Regulation 105 of Table A shall not apply.

7. CALLING GENERAL MEETINGS

The directors may, and on the requisition of any member the directors shall, call a general meeting. Regulation 37 of Table A shall be modified accordingly.

8. QUORUM AT GENERAL MEETINGS

- 8.1 Except when the Company has only one member, the quorum at any general meeting or adjourned general meeting shall be two persons present in person or by proxy.
- 8.2 If, and for so long as, the Company has only one member, that member present in person or by proxy shall be a quorum at any general meeting of the Company or of the holders of any class of shares.
- 8.3 If a quorum is not present within half an hour from the time appointed for any general meeting (or such longer time as the persons present may all agree to wait), or if during a general meeting a quorum ceases to be present, the meeting shall be dissolved.
- 8.4 Regulation 40 of Table A shall be modified accordingly. Regulation 41 of Table A shall not apply.

9. POLLS

- 9.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by any member and a demand by a person as proxy for a member shall be the same as a demand by the member. Regulation 46 of Table A shall not apply.
- 9.2 A poll demanded on any question shall be taken forthwith. Regulations 51 and 52 of Table A shall not apply.

10. VOTES OF MEMBERS

- 10.1 The chairman shall not be entitled to a second or casting vote in any circumstances.
- 10.2 Regulations 56 and 57 of Table A shall not apply.

11. PROXIES

- 11.1 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and in any common form or in such other form as the directors may approve and shall be deemed to include authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates.
- 11.2 In calculating the periods mentioned in regulation 62 of Table A, no account shall be taken of any part of the day that is not a Business Day.
- 11.3 Regulations 60, 61, 62(b) and 62(c) of Table A shall not apply.

12. PARTICIPATION AT GENERAL MEETINGS

Any one or more members may participate in and vote at general meetings by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. Any member so participating in a meeting shall be deemed to be present in person and shall count towards the quorum. 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 meeting then is.

13. APPOINTMENT AND REMOVAL OF DIRECTORS

- 13.1 The holders of a majority of the issued shares shall be entitled, by notice in writing to the Company to appoint up to six directors (up to three of whom shall be designated "'A' Directors" (and each an "'A' Director") and up to three of whom shall be designated "'B' Directors" (and each a "'B' Director") and shall be entitled to remove and replace any such appointee from time to time.
- 13.2 Regulations 76 to 79 (inclusive) and 81(e) of Table A shall not apply.

14. NUMBER OF DIRECTORS

The board of directors of the Company shall consist of six directors of whom no more than three shall be 'A' Directors and no more than three shall be 'B' Directors, save that if the Company has a single member, there shall be no maximum and no minimum number of directors. Regulations 64 and 90 of Table A shall not apply.

15. POWERS OF DIRECTORS

Subject to the provisions of the Act, the memorandum and these Articles, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or Articles shall invalidate any prior act of the directors which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the directors by these Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors. Regulation 70 of Table A shall not apply.

16. DELEGATION OF DIRECTORS' POWERS

For so long as an 'A' Director and a 'B' Director has been appointed under these Articles, a committee of the directors must include at least one 'A' Director and at least one 'B' Director.

No such committee shall have power to sub-delegate. Regulation 72 of Table A shall be modified accordingly.

17. NO AGE LIMIT OR SHARE QUALIFICATION

No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age. No shareholding qualification for directors shall be required.

18. APPOINTMENT OF CHAIRMAN

The holders of a majority of the issued shares shall be entitled, by notice in writing to the Company and to the holders of the other class of shares, to appoint a director to act as the chairman of the board of directors. The chairman shall preside at any directors' meeting and general meeting at which he is present but shall not have a second or casting vote. Regulations 88 and 91 of Table A shall be modified accordingly.

19. REMUNERATION OF DIRECTORS

No director shall be entitled to remuneration from the Company for his services as a director. Regulations 82 and 87 of Table A shall not apply.

20. CONVENING DIRECTORS' MEETINGS

20.1 The directors shall hold meetings at intervals not exceeding three months and otherwise at the written request of any director of the Company.

20.2 For so long as an 'A' Director and a 'B' Director has been appointed under these Articles, unless otherwise agreed in writing by at least two 'A' Directors and at least two 'B' Directors, at least 10 Business Days' notice in writing of each meeting of the directors shall be given to each director and his alternate director entitled to attend and the notice shall be accompanied by an agenda and a board paper setting out in such reasonable detail as may be practicable in the circumstances the subject matter of the meeting. Breach of this Article 20.2 shall not affect the validity of any meeting of the directors which has otherwise been validly convened provided that at least one 'A' Director and one 'B' Director consent in writing to such breach.

20.3 Notice of a meeting of the directors shall be given to all directors including any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively. Regulation 88 of Table A shall be modified accordingly.

21. QUORUM AT DIRECTORS' MEETINGS

No business shall be transacted at any meeting of the directors unless a quorum is present. A quorum shall exist at any directors' meeting if at least director is present or represented by an alternative director. Regulation 89 of Table A shall not apply.

22. VOTING AT DIRECTORS' MEETINGS

For so long as an 'A' Director and a 'B' Director has been appointed under these Articles, no resolution of the directors shall be effective unless at least one 'A' Director (including alternate directors attending the meeting on behalf of an 'A' Director) and at least one 'B' Director (including alternate directors attending the meeting on behalf of a 'B' Director) shall have voted in favour of the resolution and at any meeting of the board the 'A' Directors present (or their alternate directors) shall together have one vote and the 'B' Directors present

(or their alternate directors) shall together have one vote. Regulation 88 of Table A shall be modified accordingly.

23. DIRECTORS' INTERESTS

- 23.1 A director present or represented by an alternate director shall be counted in the quorum and be entitled to vote at a meeting of directors on any resolution concerning a matter in which he has, directly or indirectly, a material interest or duty. Regulations 94 to 98 (inclusive) of Table A shall not apply.
- 23.2 The board may resolve in accordance with section 175(4)(a) of the 2006 Act to authorise a director to enter into a specific 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 described in section 175(1) of the 2006 Act.
- 23.3 The director in question and any other interested director shall not vote or be counted in the quorum on any resolution of the Board in accordance with Article 23.2.

24. PARTICIPATION AT DIRECTORS' MEETINGS

Any one or more directors may participate in and vote at directors' meetings by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. Any director so participating in a meeting shall be deemed to be present in person and shall count towards the quorum. 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 meeting then is.

25. WRITTEN RESOLUTIONS OF DIRECTORS

A resolution in writing shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the directors or a committee of directors (as the case may be) where the resolution in writing is circulated to all the directors or members of the committee (as the case may be) and is executed by all of the directors and alternate directors for the time being entitled to receive notice of a meeting of the directors, or by all of the members of the committee for the time being entitled to receive notice of a meeting of the committee or, if less, and, if an 'A' Director and a 'B' Director has been appointed under these Articles, by at least one 'A' Director and at least one 'B' Director (or their respective alternate directors). For this purpose:

- (A) a resolution may be in hard copy form or electronic form sent to such address (if any) for the time being notified by the Company for that purpose and may consist of several copies in hard copy form or electronic form each executed by one or more of the directors or members of the relevant committee or a combination of both;
- (B) a resolution executed by an alternate director need not also be executed by that person's appointor; and
- (C) a resolution executed by a director for whom an alternate director has been appointed need not be executed by the alternate director in that capacity.

Regulation 93 shall not apply. Regulation 92 shall apply to all acts done by such a resolution in writing as it does to acts done by a meeting of the directors.

26. OFFICIAL SEAL

The Company may exercise all the powers conferred by the Act with regard to having any official seal for use abroad and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine. Regulation 101 of Table A shall be modified accordingly.

27. LANGUAGE

General meetings and meetings of the directors and any committee shall be conducted in English. Notices (including accompanying papers) and minutes of such meetings shall be prepared in English.

28. NOTICES

- 28.1 Any notice or other document required by these Articles to be sent or supplied to or by the Company (other than a notice calling a meeting of the directors) shall be contained in writing. Any such notice may be sent or supplied in any way in which the 2006 Act provides for documents or information to be sent or supplied by or to the Company.
- 28.2 Anything sent to a member under these Articles may be sent to that member's address as registered in the Register of Members, unless the member and the Company have agreed that another method of communication is to be used and the member has supplied the Company with the information that it needs in order to be able to use that other means of communication. Anything sent to a director under these Articles may be sent to that director's address as registered in the register of directors, unless the director and the Company have agreed that another method of communication is to be used and the director has supplied the Company with the information that it needs in order to be able to use that other means of communication. Regulation 111 and the first sentence of regulation 112 shall not apply.
- 28.3 Any notice or other document sent by the Company under these Articles which is delivered or left at a registered address otherwise than by post shall be deemed to have been received on the day it was so delivered or left. A notice or other document sent by first class post shall be deemed to have been received two clear Business Days after the date of posting. A notice or other document sent by the Company in electronic form shall be deemed to have been received at the time it is sent. A notice sent or supplied by means of a website shall be deemed to have been received by the intended recipient at the time when the material was first available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website. Any notice given outside Working Hours in the place to which it is addressed will be deemed not to have been given until the start of the next period of Working Hours in such place. "**Working Hours**" means 9.30 a.m. to 5.30 p.m. on a Business Day. Regulation 115 shall be modified accordingly.

29. INDEMNITY

- 29.1 Subject to the provisions of the Act and without prejudice to any indemnity to which a director may otherwise be entitled, every director and other officer of the Company or of any Associated Company (other than any person (whether an officer or not) employed by the Company or any such other Associated Company as auditor) shall be entitled to be indemnified out of the assets of the Company against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause

this Article or any element of it to be treated as void under the Act. In this Article the expression "**Associated Company**" shall mean a Company or other body corporate that is associated with the Company with the meaning of section 256 of the 2006 Act. Regulation 118 of Table A shall not apply.

- 29.2 Subject to the provisions of the Act, the Company may purchase and maintain insurance against any liability falling on its directors or other officers or auditors employed by the Company or any Associated Company which arises out of their respective duties to the Company or any Associated Company or in relation to its affairs or the affairs of any Associated Company.