

Company number 06113307

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

EVOLUTION BANKING LIMITED ("Company")

On 27th February 2013 the following resolutions were duly passed as written resolutions of the Company pursuant to section 288 of the Companies Act 2006

ORDINARY RESOLUTION

- 1 THAT the 10 issued ordinary shares of £1 00 each in the Company be re-classified as 9 A ordinary shares of £1 00 each and 1 B ordinary share of £1 00 each

SPECIAL RESOLUTION

- 2 THAT the draft regulations produced to the meeting and, for the purposes of identification, attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association



Director



Company Number 06113307



COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

EVOLUTION BANKING LIMITED

(adopted by Special Resolution on 27th February 2013)

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
EVOLUTION BANKING LIMITED

(Adopted by special resolution passed on 2013)

AGREED TERMS

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

"A Director" means any director determined by the A Shareholders as an A Director pursuant to Article 10.1,

"A Share" means an issued A ordinary share of £1.00 in the Company,

"A Shareholder" means a registered holder of any A Shares,

"Act" means the Companies Act 2006,

"appointor" has the meaning given in Article 11.1,

"Articles" means the Company's articles of association for the time being in force,

"Auditors" the auditors for the time being of the Company,

"Authorised Bank" means an authorised person (within the meaning of section 31(2) FSMA) with a Part IV permission (within the meaning of section 40(4) FSMA) which includes accepting deposits, or otherwise authorised in respect of that activity under section 31(1) FSMA,

"B Director" means any director determined by the B Shareholders as a B Director pursuant to Article 10.1,

"B Share" means an issued B ordinary share of £1.00 in the Company,

"B Shareholder" means a registered holder of any B Shares,

"Board" means the incumbent board of directors,

"Business Day" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

"Cash Equivalent" means

- (a) where the consideration comprises listed securities, the average of the middle market prices at the close of dealings on each of the five dealing days prior to the date of the Exit,
- (b) where the consideration comprises loan notes, loan stock or other debt instruments guaranteed unconditionally by an Authorised Bank their face value (where the rate of interest is at least equivalent to the three month London Interbank Bid Rate) and, if less, such value will be discounted by reference to the discount rate implied in the flow of money from a gilt of equivalent maturity,
- (c) where the consideration comprises unlisted securities or other instruments not guaranteed by an Authorised Bank, the fair current value of the same,
- (d) where the consideration comprises future fixed payments, the fair current value of the same,
- (e) where the consideration comprises future contingent payments the fair current value of the same taking account of the nature of the contingency and likelihood of payment based upon the information available at the time of calculation of Cash Equivalent is to be made,

and "fair current value" for the purposes of paragraphs (c) (d) and (e) of this definition shall be the value agreed as such by the holders of 75% or more of the A Shares and 75% or more of the B Shares and in the event of a dispute as to what "fair current value" is it shall be determined in accordance with Article 17,

"Change of Control" means the acquisition whether by purchase, transfer, renunciation or otherwise by any third party buyer of any interest in any Shares if, upon completion of that acquisition, the third party buyer, together with persons acting in concert or connected with him, would hold more than 50% of the voting rights at a general meeting of the Company attached to the issued Shares for the time being,

"Conflict" has the meaning given in Article 7 1,

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

"Disposal" means a sale or other disposal by the Company (whether by a single or a series of connected transactions) of the whole or substantially the whole of its assets and undertaking,

"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),

"Exit" means a Share Sale, Listing, Liquidation or Disposal,

"Exit Distribution" means on a Disposal, the maximum amount available for distribution to the Members arising from the proceeds of such Disposal that the Company may, acting prudently, make,

"Exit Proceeds" means

- (a) in the case of a Share Sale, the aggregate price or value of the consideration to be paid or received in cash or Cash Equivalent for all the Shares, or
- (b) in the case of a Liquidation or an Exit Distribution, the proceeds available for distribution to the Members as holders of equity, or

- (c) in the case of a Listing, the value placed upon all the shares on the Listing date as shown in the prospectus or listing particulars published in connection with the Listing less the gross amount of any new money raised by the Company in connection with the Listing,

by the Members and to the extent that such reductions have not already been taken into account in determining the value of the Shares, deducting any sums then outstanding to any bank or other funder and all fees and expenses incurred in connection with the Exit,

"FSMA" means the Financial Services and Markets Act 2000,

"Liquidation" means the passing of a resolution for the winding-up of the Company,

"Listing" means

- (d) the admission by the UK Listing Authority to listing, together with admission by the London Stock Exchange plc to trading, on the Official List of any of the issued equity share capital of the Company, and such admission becoming effective, or
- (e) the admission by the London Stock Exchange plc of any of the issued equity share capital of the Company to trading on AIM, and such admission becoming effective, or
- (f) any equivalent admission to any other Recognised Investment Exchange becoming unconditionally effective in relation to any of the issued equity share capital of the Company,

"Member" means any registered holder of a Share for the time being,

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,

"Official List" means the official list of the UK Listing Authority,

"Recognised Investment Exchange" shall have the meaning ascribed to it in section 285(1)(a) of the Financial Services and Markets Act 2000,

"Shares" means the A Shares and the B Shares,

"Share Sale" means the making of one or more agreements (whether conditional or not but which agreement(s) become(s) unconditional) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition **"disposal"** shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or of voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement,

"UK Listing Authority" means the Financial Services Authority or its successors as the competent authority for listing in the United Kingdom under Part VI of the Financial Services and Markets Act 2000,

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

- 1 4 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 Unless it is specifically stated otherwise, any dispute as to value, or as to calculations or adjustments to be made, "fair current value", Cash Equivalent or otherwise pursuant to these Articles, will (subject as follows) be referred immediately to the Auditors for final determination. If the Auditors decline to act in respect of any such referral or if any Member interested in the matter to be determined objects to the Auditors' appointment and the Board in its absolute discretion agrees that such Member has reasonable grounds for objection, the matter will be determined by an independent firm of chartered accountants agreed for the purpose by the parties concerned or, in default of agreement within five Business Days after the Auditors have declined to act, appointed by the incumbent president of the Institute of Chartered Accountants in England and Wales. The Auditors or independent accountants (as the case may be) will act as expert and not as arbitrator and their costs will be borne as directed by the Article in question or, if the Article is silent on the point, as directed by the Auditors/independent accountants. In the absence of any such direction, such costs will be borne equally between the parties concerned. The written certificate of the Auditors/independent accountants (as the case may be) will be conclusive and binding on the Company and the Members (except in the case of fraud or manifest error)
- 1 8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles
- 1 9 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company
- 1 10 Article 7 of the Model Articles shall be amended by
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a), and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 11 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"
- 1 12 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 17," after the word "But"
- 1 14 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"

- 1 15 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

2 SHARE RIGHTS

The rights and restrictions attaching to the A Shares and the B Shares are set out in full in these Articles Save for the rights attaching to the A Shares and the B Shares set out in Article 3, the A Shares and the B Shares shall rank *pari passu* in all respects as one class of share

3 SHARE RIGHTS – INCOME AND CAPITAL

- 3 1 The profits which the Company may determine to distribute in respect of any financial period ("**Distributable Profits**") shall be distributed -

- (a) as to 87.5% of the Distributable Profits amongst the holders of the A Shares in proportion to the amounts paid up on the A Shares (excluding any premium) held by them respectively, and
- (b) as to 12.5% of the Distributable Profits amongst the holders of the B Shares in proportion to the amounts paid up on the B Shares (excluding any premium) held by them respectively

- 3 2 On a return of capital of the Company (including without limitation a redemption of Shares or the purchase by the Company of its own Shares) and also on an Exit but subject always to the provisions of Article 4, the surplus assets and retained profits of the Company available for distribution ("**Returned Capital**") among the Members or on an Exit, the Exit Proceeds will be applied amongst the holders of the Shares

- (a) as to 90% of the Returned Capital or Exit Proceeds amongst the holders of the A Shares in proportion to the amounts paid up on the A Shares (excluding any premium) held by them respectively, and
- (b) as to 10% of the Returned Capital or Exit Proceeds amongst the holders of the B Shares in proportion to the amounts paid up on the B Shares (excluding any premium) held by them respectively

- 3 3 Nothing in this Article 3 shall be deemed to constitute an order of priority payment amongst the A Shareholders and the B Shareholders and the A Shareholders and B Shareholders so entitled to a distribution in accordance with this Article 3 shall rank for payment at the same time

4 VARIATION OF CLASS RIGHTS

- 4 1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise To every such separate meeting, all the provisions of these Articles relating to general meetings of the Company shall apply (with such amendments as may be necessary to give such provisions efficacy)

- 4 2 Without prejudice to the generality of their rights, the A Shares and the B Shares shall each be deemed to be varied at any time by any of the following occurring without class consent

- (a) an increase, reduction or other alteration in the issued share capital of the Company or a variation in the rights attaching to any class thereof,

- (b) the grant of an option to subscribe for shares in the Company or the issue of any securities or instruments convertible into any such shares,
- (c) the creation by the Company of any mortgage, charge, pledge, lien, encumbrance or other security interest (excluding an interest arising by operation of law in the ordinary course of business or retention of title in the ordinary course of trading),
- (d) the making of any material change (including cessation) in the nature of the business of the Company,
- (e) the alteration of articles of association of the Company,
- (f) the declaration or payment of any dividend or the making of any other distribution in respect of the profits, assets or reserves of the Company save for any required to be declared or paid under Article 3,
- (g) the institution of any proceedings for, or the passing of any resolution for or in preparation for the winding up or administration of or the appointment of an administrator for the Company,
- (h) the Company incurring an obligation to do any of the foregoing, and
- (i) the registration or purported registration of any transfer of any Share or interest therein other than as expressly permitted by these Articles

Directors

5 PROCEEDINGS OF DIRECTORS

- 5 1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 5 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- 5 3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting
- 5 4 Model Articles 5(1) to (3) (inclusive) and 6(2) shall be modified by the insertion of the words "(acting with the consent of an A Director and a B Director)" following each reference to "the directors" in such Model Articles
- 5 5 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
- 5 6 Subject to Article 5 7, the quorum for the transaction of business at a meeting of directors is two, one of which must be an A Director or a B Director for the time being, unless
 - (a) such A Director(s) or B Director(s) (as the case may be) have, in respect of any particular meeting (or part of a meeting), otherwise agreed in writing ahead of such meeting, or
 - (b) such A Director(s) or B Director(s) (as the case may be) are not, in respect of any particular meeting (or part of a meeting), eligible directors,

in which case, subject to Article 5 7, the quorum for such meeting (or part of the meeting, as the case may be) shall be any two eligible directors. If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such

quorum ceases to be present, the meeting shall stand adjourned to such time and place as the chairman determines

5 7 For the purposes of any meeting (or part of a meeting) held pursuant to Article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

5 8 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the Members to appoint further directors

5 9 The directors may, with the consent of an A Director and a B Director, appoint any person as chairman of the board of directors and may, with the consent of an A Director and a B Director, remove and replace any such chairman. If there is no chairman in office for the time being, or the chairman is unable to attend any meeting of the directors, the directors present at the meeting must appoint another director present at the meeting to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting

5 10 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 has a casting vote

6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

6 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

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

(b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,

(c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,

(d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

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

(f) shall not, save as he may otherwise agree, 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7. DIRECTORS' CONFLICTS OF INTEREST

- 7 1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty under section 175 of the Act to avoid conflicts of interest ("Conflict")
- 7 2 Any authorisation under this Article 7 will be effective only if
- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested director or any other interested director, and
 - (c) the matter was agreed to without the Interested director voting or would have been agreed to if the Interested director's and any other interested director's vote had not been counted
- 7 3 Any authorisation of a Conflict under this Article 7 may (whether at the time of giving the authorisation or subsequently)
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
 - (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 7 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 7 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 7 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

8. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

9 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two, one of which must be an A Director or a B Director

10 APPOINTMENT AND REMOVAL OF DIRECTORS

10 1 Notwithstanding any other provisions of these Articles, the A Shareholders shall have the right to appoint two A Directors to the Board and the B Shareholders shall have the right to appoint two B Directors to the Board each by notice in writing to the Company and each may (as appropriate) remove from office any A Director or B Director by notice in writing to the Company and appoint any person in place of any A Director or B Director (as appropriate) so removed or who had died or otherwise vacated office as such

10 2 Model Article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a director

- (a) he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other directors resolve that he cease to be a director,
- (b) in the case of an executive director only, he shall cease to be employed by the Company or other Group Company (as appropriate) and does not continue as an employee of any other Group Company

10 3 Notwithstanding Article 10 2, any director may be removed from office by the A Shareholders and the B Shareholders at any time without notice

10 4 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11 1 Any director ("appointor") may appoint as an alternate any other director, or any other person approved by the A Shareholders and the B Shareholders, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

11 2 Subject to Article 13(e), any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

11 3 The notice must

- (a) identify the proposed alternate, and

- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

12 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

12 2 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

12 3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of Articles 12 3(a) and 12 3(b)

12 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

12 5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

13. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor,
- (d) when the alternate's appointor's appointment as a director terminates, or

- (e) as directed by the A Shareholders and the B Shareholders, at any time, whether with or without notice (at the discretion of the A Shareholders and the B Shareholders)

14 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

Decision making by shareholders

15. POLL VOTES

- 15 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 15 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

16. PROXIES

- 16 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"
- 16 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

Administrative arrangements

17. MEANS OF COMMUNICATION TO BE USED

- 17 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
 - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
 - (d) 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

For the purposes of this article, no account shall be taken of any part of a day that is not a business day

- 17 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

18. INDEMNITY

- 18 1 Subject to Article 18 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

(ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 18 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

- 18 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

- 18 3 In this Article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

- (b) a "relevant officer" means any director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)

19 INSURANCE

- 19 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

- 19 2 In this article

- (a) a "relevant officer" means any director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act),

- (b) 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 or any pension fund or employees' share scheme of the Company or associated company, and

- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate