BLUEBUTTON (12702) LIMITED (the "Company")

(COMPANY NUMBER 07058464)

WRITTEN RESOLUTIONS OF THE MEMBERS OF THE COMPANY

PASSED ON 20 October 2017

The Directors of the Company propose that the following written resolutions be passed by the members of the Company:

- In the case of resolution 1 as a special resolution; and
- In the case of resolution 2 as an ordinary resolution.

The resolutions are inter-conditional. The adoption of each resolution shall be wholly conditional on the approval of the other resolution by the requisite majority.

RESOLUTIONS

1. **THAT** the Articles of Association of the Company be amended as follows:

   (a) Article 8.4 shall be deleted in its entirety and replaced with the following words:

   "Unless otherwise agreed unanimously by each Director present at a meeting of the Board or by way of written resolution passed by a majority of the Directors, all meetings of the Board or any committee of the Board must be held in the UK.";

   (b) Article 11.1 shall be deleted in its entirety and replaced with the following words:

   "The Directors shall appoint one of their number to act as the chairman in accordance with this Article 11.";

   (c) Article 17.4 shall be deleted in its entirety and replaced with the following words:

   "To the extent that the authorisation given under Article 17.1 above is not effective, any one Director appointed by each JV Co Shareholder who is not involved in the Relevant Situation, or the board of Bluebutton Properties UK Limited, or the JV Co Shareholders, may authorise such Relevant Situation in respect of any Director and the continuing performance by the relevant Director of his or her duties as a Director of the Company.";

   (d) Article 17.7 shall be deleted in its entirety and replaced with the following words:

   "Any decision of the board of Bluebutton Properties UK Limited or the JV Co Shareholders, for the purposes of providing, varying the terms of, or withdrawing such authorisation, shall not be effective unless the decision is made without counting the votes of any JV Co Shareholder who has appointed the Director involved in the Relevant Situation or any interested Director, or if the decision would have been passed if their votes had not been counted."; and

   (e) Article 20.1 shall be deleted in its entirety and replaced with the following words:

   "While the JV Co Shareholders as at the date of adoption of these Articles (together with their respective Associated Companies) hold all of the JV Co Shares in issue for the time being, each JV Co Shareholder shall, by notice in writing to the Company, appoint up to three Directors to hold office at any one time to the Board, and shall be entitled to remove and replace any of the Directors appointed by it from time to time, provided that each JV Co Shareholder shall procure that the total number of Directors of the Company shall not be less than one."

2. **THAT**:

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(a) In accordance with the power under Article 6.3, the general rule about decision making under Article 6.1 shall be modified such that any decision of the Directors must be adopted by a majority of votes cast by the Directors present (whether in person or by an alternate) at the meeting; and

(b) In accordance with the power under Article 15.6, the general rule about written resolutions under Article 15.1 shall be modified such that a written resolution of the Directors is adopted when a majority of the Directors from time to time (or such Directors' alternates) have signed one or more copies of it or have otherwise indicated their agreement to it in writing or approved the resolution by email, provided that each such Director is physically present in the UK.

NOTES

Members of the Company who are entitled to vote on the resolutions on the circulation date (that is the first date on which copies of the resolutions are first sent to members) should sign and date below to signify their agreement to the resolutions and return the signed document by hand or by post to Lola Agboola, York House, 45 Seymour Street London W1H 7LX or send a copy by email to secretariat@britishland.com . Alternatively, members may signify their agreement to the resolutions by sending an email attaching or setting out the text of the resolutions to secretariat@britishland.com stating "I confirm my agreement to the resolutions" and confirming their identity as sender.

The above resolutions are hereby agreed and approved.

HURSH SHAH

DAVID IAN LOCKYER

as authorised signatories for and on behalf of

Bluebutton Properties UK Limited

Date: 20 October 2024

Articles of Association
of Bluebutton (12702) Limited

The Companies Act 2006
Company Limited by Shares (as adopted
by Written Resolution passed on 20 October 2017)

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No 07058464

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BLUEBUTTON (12702) LIMITED (the "Company")

(as adopted by special resolution passed on 20 October 2017)

Part 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1 1 No model articles or regulations for companies (whether contained in the Companies (Model Articles) Regulations, the Companies (Tables A - F) Regulations 1985, or any other enactment) shall apply to the Company

1 2 In these Articles, unless the context requires otherwise

alternate or alternate Director	has the meaning given in Article 24
appointor	the Director in respect of whom the relevant alternate Director has been appointed to be an alternate in accordance with Article 24
Articles	these Articles of Association of the Company
Associate	any director, officer, employee, consultant or other authorised representative of a shareholder or their Associated Companies or any spouse or child (including stepchildren) of such director, officer, employee, consultant or other representative
Associated Company	means a subsidiary or holding company of a company and a subsidiary of any such holding company
Board	the board of Directors of the Company for the time being
Business Day	any day other than Saturdays, Sundays and public bank holidays in London
chairman	means the chairman of the Board for the time being appointed in accordance with Article 11

chairman of the meeting	has the meaning given in Article 51
Company	means the Company registered under the UK Companies Act in respect of which these Articles have been registered
CTA 2010	Corporation Taxes Act 2010
Director	a director of the Company having been appointed and continuing to hold office in accordance with these Articles
distribution recipient	has the meaning given in Article 41 2
document	includes, unless otherwise specified, any document sent or supplied in electronic form
electronic form	has the meaning given in section 1168 of the UK Companies Act
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
hard copy form	has the meaning given in section 1168 of the UK Companies Act
holder, member and shareholder	in relation to shares means the person whose name is entered in the register of members of the Company as the holder of the relevant shares
holding company	shall have the meaning attributed to that term in section 1159 and Schedule 6 of the UK Companies Act or the meaning attributed to the term "parent undertaking" in section 1162 and Schedule 7 of such Act
instrument	a document in hard copy form
Jersey	means the Island of Jersey and its dependencies
JV Co	means Broadgate REIT Limited, (registered no 115787), a company registered in Jersey, whose registered office is at 13-14 Esplanade, St Helier, Jersey JE11BD, Channel Islands
JV Co Shareholder(s)	means the holder(s) for the time being of the JV Co Shares
JV Co Shares	means shares in JV Co
ordinary resolution	has the meaning given in section 282 of the UK Companies Act, save that it must be passed unanimously in accordance with Article 54
paid	paid or credited as paid
participate	in relation to a Directors' meeting, has the meaning given in Article 9
proxy notice	has the meaning given in Article 57 1
REIT Group	a group as defined under section 606 of the CTA 2010 the principal company of which has given notice under section 523

	of the CTA 2010, to which the REIT Legislation applies
REIT Legislation	the provisions contained within Part 12 of the CTA 2010
Relevant Situation	in relation to a Director, a situation in which such Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company
secretary	means the duly appointed secretary of the Company
shares	means shares in the Company
special resolution	has the meaning given in section 283 of the UK Companies Act, save that it must be passed unanimously in accordance with Article 54
subsidiary	shall have the meaning attributed to that term in section 1159 and Schedule 6 of the UK Companies Act or the meaning attributed to the term "subsidiary undertaking" in section 1162 and Schedule 7 of such Act, and "subsidiaries" shall be construed accordingly
UK	the United Kingdom of Great Britain and Northern Ireland
UK Companies Act	the UK Companies Act 2006
writing	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the UK Companies Act as in force on the date when these Articles become binding on the Company 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

2. Liability of members

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

Part 2

DIRECTORS AND SECRETARY

Directors' powers and responsibilities

3. Directors' general authority

Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

4. Directors may delegate

4 1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these 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, but so that the Directors may not delegate any of their powers in accordance with Articles 4 1(a) to 4 1(e) above if such delegation of their powers would cause the Company to become tax resident in any jurisdiction other than the UK

4 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

4 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

5. Committees

5 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 these Articles which govern the taking of decisions by Directors

5 2 The Directors may make rules of procedure for all or any committees, provided that they are consistent with these Articles

5 3 A committee of the Directors must include at least one Director appointed by each JV Co Shareholder which has appointed a Director to the Company for the time being Subject to Article 4 2, no such committee shall have power to sub-delegate A quorum shall exist at any committee meeting if one Director appointed by each JV Co Shareholder which has appointed a Director to the Company for the time being is present or represented by an alternate and each Director present at such meeting (in person or by alternate) is physically present at all times during such meeting in the UK

Decision-making by Directors

6. Directors to take decisions

6 1 Save as provided in Article 6 3, Article 10 3, Article 15, Article 16 and Article 17, the general rule about decision making by Directors is that any decision of the Directors must be adopted by a majority of votes cast by the Directors present (whether in person or by an alternate) at the meeting

6 2 Each Director (whether in person or by an alternate) shall have one vote each

6 3 The shareholders of the Company may, by ordinary resolution, impose from time to time, procedures and/or restrictions in respect of the general rule about decision making by Directors as set out in Article 6 1 above, and the Directors shall adhere to such procedures and/or restrictions as may be amended from time to time by ordinary resolution.

7. Number of Directors

The Board shall consist of up to eight Directors, appointed pursuant to Article 20, all of whom must be tax resident in the UK

8. Calling a Directors' meeting

8 1 The Directors shall hold Board meetings where requested by any Director

8 2 Any Director may call a Directors' meeting pursuant to Article 8 1 by giving notice of the meeting to the Directors (and their duly appointed alternates) or by authorising the secretary to give such notice

8 3 Unless otherwise agreed in writing by all the Directors or where a decision needs to be taken urgently, and save as provided in Article 13

(a) notice of any Directors' meeting must indicate

(i) its proposed date and time,

(ii) where it is to take place,

(iii) 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, and

(iv) 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, and

(b) unless otherwise agreed in writing by all the Directors, at least three Business Days' notice in writing must be given to each Director and alternate entitled to attend

8 4 Unless otherwise agreed unanimously by each Director present at a meeting of the Board or by way of written resolution passed by a majority of the Directors, all meetings of the Board or any committee of the Board must be held in the UK

9. Participation in Directors' meetings

9 1 Subject to these 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 these 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

9 2 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 provided that no Director may participate in and vote at board meetings by means of a telephone conference call from outside the UK

10. Quorum for Directors' meetings

10 1 Subject to Articles 10 3, 16(b) and 17 6 which may operate to reduce the relevant requirements, 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 one Director appointed by each JV Co Shareholder which has appointed a Director to the Company for the time being is present or represented by an alternate but so that, if any Director present at such meeting (in person or by alternate) is not physically present in the UK, the Directors (or their alternates) present irrespective of their number shall not constitute a quorum for any purpose

10 2 If a quorum is not present at a meeting of the Directors at the time when any business is considered any Director may require that the meeting be reconvened Notice of the reconvened meeting will be given in accordance with Article 8 2 unless alt the Directors agree otherwise

10 3 If the requisite quorum is not present at two consecutive meetings of the Board duly convened in accordance with Article 8 and being not less than 15 days apart unless all the Directors agree otherwise, those Directors or alternates present at the second such meeting of the Board shall constitute a quorum for such meeting provided that all such Directors (or their alternates) shall be physically present in the UK

11. Chairing of Directors' meetings

11 1 The Directors shall appoint one of their number to act as the chairman in accordance with this Article 11

11 2 If any chairman ceases to hold that office during his or her term, the Directors who appointed him or her shall be entitled to appoint another Director to fill that office for the remainder of the term for which such Directors are entitled to appoint the chairman

11 3 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 who appointed the chairman must appoint one of themselves to chair it

11 4 If no chairman has been appointed in accordance with Article 11 1, the Directors present must appoint a Director to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

12. Chairman does not have a casting vote

The chairman shall preside at any Directors' meeting and general meeting at which he or she is present, but shall not have a second or casting vote

13. Adjournment of Directors' meeting

13 1 Any Director may, either before or during a meeting of the Board, adjourn such meeting for any reason for a period of up to five Business Days upon consultation with, and written notification of, the new date and time for the meeting to the other Directors, no further notice shall be required in respect of any such adjourned meeting

13 2 No Director may

(a) adjourn two consecutive meetings of the Board, or

(b) adjourn a meeting of the Board for a period of 30 Business Days or more from the date of any meeting of the Board adjourned by that Director

14. Proposing Directors' written resolutions

14 1 Any Director may propose a Directors' written resolution

14 2 The secretary, if any, must propose a Directors' written resolution if a Director so requests

14 3 A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors

14 4 Notice of a proposed Directors' written resolution must indicate

(a) the proposed resolution, and

(b) the time by which it is proposed that the Directors should adopt it

14 5 Notice of a proposed Directors' written resolution must be given in writing (which may include by email) to each Director

14 6 Any decision which a person giving notice of a proposed Directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith

15. Adoption of Directors' written resolutions

15 1 Save as provided in Article 15 6 a proposed Director's written resolution is adopted when a majority of Directors from time to time (or such Director's alternate) have signed one or more copies of it or have otherwise indicated their agreement to it in writing, or approved the resolution by email, provided that each such Director is physically present in the UK

15 2 Where a Director appointed by a JV Co Shareholder signs or otherwise indicates their agreement in writing or approves by email in respect of a Director's written resolution pursuant to Article 15 1 above, and another Director appointed by such JV Co Shareholder has appointed the first Director as his or her alternate and has not also signed or approved the same, it shall be assumed that the first Director is signing or approving for himself and any other such Director for whom he or she has been appointed as alternate, unless stated otherwise in writing (which may include by email)

15 3 By signing or otherwise indicating his or her agreement in writing or approving by email a written resolution, a Director (or alternate) confirms that he or she is physically present in the UK at the time he or she signs, otherwise indicates his or her agreement in writing or approves by email such written resolution

15 4 It is immaterial whether any Director signs the resolution or indicates his or her agreement before or after the time by which the notice proposed that it should be adopted

15 5 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with these Articles

15 6 The shareholders of the Company may, by ordinary resolution, impose from time to time, procedures and/or restrictions in respect of the adoption of written resolutions by Directors as set out in Article 15 1 above, and the Directors shall adhere to such procedures and/or restrictions as may be amended from time to time by ordinary resolution

16. Transactions with the Company

Subject to the UK Companies Act

(a) a Director, notwithstanding his or her office may be a party to, or otherwise in any way directly or indirectly interested in (including being interested by virtue of being a director, officer, employee, consultant or other authorised representative of an undertaking which itself is a party or so interested) any proposed or existing transaction or arrangement with the Company or an Associated Company of the Company including, for the avoidance of doubt

(i) any agreement or transaction between the Company or an Associated Company of the Company and any shareholder or Associate or Associated Company of the JV Co Shareholder which appointed him/her (or any person(s) on any of their behalves or for their benefit), or

(ii) any matter relating to the obtaining of any trustee consent in respect of the Company's tax affairs in relation to a transfer of some or all of the JV Co Shares held by a JV Co Shareholder in circumstances where the JV Co Shareholder is in default of contractual obligations owed to one or more other JV Co Shareholders, including the giving of any related tax certificates and the entry into any securitisation tax deed or any secondary tax liability shareholder deed of covenant, and

(b) a Director may participate in the decision-making process and count in the quorum and vote if a proposed decision of the Directors is concerned with the enforcement, negotiation or entering into of and any dealings (including without limitation any waiver, termination or variation) relating to any agreement or transaction between the Company or an Associated Company of the Company and any shareholder or Associate or Associated Company of the JV Co Shareholder which appointed him/her (or any person(s) on any of their behalves or for their benefit), or in relation to the obtaining of any trustee consent in respect of the Company's tax affairs in relation to a transfer of some or all of the JV Co Shares held by a JV Co Shareholder in circumstances where the JV Co Shareholder is in default of contractual obligations owed to one or more other JV Co Shareholders, including the giving of any related tax certificates and the entry into any securitisation tax deed or any secondary tax liability shareholder deed of covenant,

unless any JV Co Shareholder objects to such participation If no Directors appointed by a particular JV Co Shareholder are able to participate in the decision-making process as a result of any JV Co Shareholder's objection pursuant to this Article, a quorum shall exist if at least one Director appointed by each other JV Co Shareholder which has appointed Directors to the Company for the time being is present or represented by an alternate and each Director present at such meeting (in person or by alternate) is physically present in the UK

17. Conflicts of interest

17 1 Subject to the UK Companies Act, a Director, notwithstanding his or her office or that such situation or interest may conflict with the interests of or his or her duties to the Company, is authorised to and may be involved in a Relevant Situation

17 2 If a Director obtains (other than through his or her position as a Director) information that is confidential to (i) a third party, (ii) any Associated Company of the Company, (iii) a JV Co Shareholder, or (iv) an Associated Company or Associate of a JV Co Shareholder, or in respect of which he or she owes a duty of confidentiality to (i) a third party, (ii) any Associated Company of the Company, (iii) a JV Co Shareholder, or (iv) an Associated Company or Associate of a JV Co Shareholder, or the disclosure of which would amount to a breach of applicable law or regulation, he or she may choose not to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation

17 3 A Director who has an interest under Article 16 and/or (subject to Article 17 2) Article 17 1 shall declare to the Company the nature and extent of his or her interest at the first meeting of the Directors after the Director concerned becomes aware of the circumstances giving rise to his or her duty to make the declaration, or in the case of a Director who has an interest in a transaction under Article 16, at the first meeting of the Directors at which the transaction is considered after the Director concerned becomes aware of the circumstances giving rise to his or her duty to make the declaration or if for any reason a Director fails to comply with the above, as soon as practical after that meeting, by notice in writing delivered to the secretary, except to the extent that Article 17 2 applies

17 4 To the extent that the authorisation given under Article 17 1 above is not effective, any one Director appointed by each JV Co Shareholder who is not involved in the Relevant Situation, or the board of Bluebutton Properties UK Limited, or the JV Co Shareholders, may authorise such Relevant Situation in respect of any Director and the continuing performance by the relevant Director of his or her duties as a Director of the Company

17 5 Any decision of the Directors for the purposes of providing, varying the terms of or withdrawing such authorisation shall not be effective unless the decision is made without the Director involved in the Relevant Situation or any other interested Director voting or would have been passed if their votes had not been counted, but otherwise shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the Directors in accordance with the provisions of these Articles

17 6 If no Directors appointed by a particular JV Co Shareholder are able to participate in the authorisation of a Relevant Situation, a quorum shall exist if at least one Director appointed by each other JV Co Shareholder which has appointed Directors to the Company for the time being is present or represented by an alternate and each Director present at such meeting (in person or by alternate) is physically present in the UK

17 7 Any decision of the board of Bluebutton Properties UK Limited or the JV Co Shareholders, for the purposes of providing, varying the terms of, or withdrawing such authorisation, shall not be effective unless the decision is made without counting the votes of any JV Co Shareholder who has appointed the Director involved in the Relevant Situation or any interested Director, or if the decision would have been passed if their votes had not been counted

17 8 References in these Articles to a conflict of interest include a conflict of interest and duty and a conflict of duties, and an interest includes both a direct and an indirect interest

18. Director not liable to account

A Director shall not, by reason of his or her holding office as a Director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from any situation or interest permitted under Article 16 or 17 or duly authorised by the Directors or the Company, and no contract, transaction or arrangement shall be liable to be avoided on the grounds of any Director having any type of interest which is permitted under Article 16 or 17 or duly authorised by the Directors or the Company

19. Declarations of interest

A declaration of interest or other notification may be made by a Director for the purposes of Articles 16 and 17 at a meeting of the Directors or by notice in writing delivered to the secretary A Director need not declare any interest if it cannot reasonably be regarded as likely to give rise to a conflict of interest, or if he or she is not aware of the interest (and for these purposes a Director shall be treated as aware of anything of which he or she ought reasonably to be aware) or if, or to the extent that, it concerns terms of his or her service contract that have been or are to be considered (a) by a meeting of the Directors, or (b) by a committee of the Directors appointed for the purpose under these Articles

Appointment of Directors

20. Methods of appointing and removing Directors

20 1 While the JV Co Shareholders as at the date of adoption of these Articles (together with their respective Associated Companies) hold all of the JV Co Shares in issue for the time being, each JV Co Shareholder shall, by notice in writing to the Company, appoint up to three Directors to hold office at any one time to the Board, and shall be entitled to remove and replace any of the Directors appointed by it from time to time, provided that each JV Co Shareholder shall procure that the total number of Directors of the Company shall not be less than one Except where Article 20 1 applies, and subject to Article 7, each JV Co Shareholder shall be entitled, by notice in writing to the Company, to appoint a number of Directors to hold office at any one time to the Board and to remove and replace any Director so appointed from time to time and the number of Directors that each JV Co Shareholder shall be entitled to appoint shall depend on the percentage of the JV Co Shares in issue for the time being held by such JV Co Shareholder as follows

(a) where such percentage is 25 per cent or more but less than 50 per cent, the number of Directors is two,

(b) where such percentage is 50 per cent or more but less than 75 per cent, the number of Directors is four,

(c) where such percentage is 75 per cent or more, the number of Directors is six, and

(d) for the avoidance of doubt, where such percentage is less than 25 per cent, the number of Directors is zero,

provided that each JV Co Shareholder shall appoint at least two Directors

20 2 Notwithstanding any other provision in these Articles each Director appointed by each JV Co Shareholder must be UK tax resident at all times

20 3 Each JV Co Shareholder shall ensure that a Director appointed by it and any alternate thereof has the necessary skills to undertake his or her duties

21. No age limit and share qualification

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

22. Termination of Director's appointment

22 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 UK Companies 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) 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,

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

(f) notification is received by the Company from the Director concerned that he or she is resigning from office, and such resignation has taken effect in accordance with its terms,

(g) that person is removed from office in accordance with Article 20 1 or 20 1, or

(h) that person becomes tax resident outside the UK

23. Directors' remuneration and expenses

Directors may receive remuneration from the Company for their services as Directors and be paid any expenses incurred in connection with their services as Directors

Alternate Directors

24. Appointment and removal of alternates

24 1 Each Director shall by notice in writing to the Company at its registered office for the time being, or delivered at a meeting of the Directors, appoint any person or persons in the alternative to be an alternate of that Director (each an **"alternate Director"** or an **"alternate")** and may in like manner remove and replace an alternate Director so appointed by them provided always that

(a) such alternate must be tax resident in the UK,

(b) such alternate(s) shall include each other Director appointed by the same JV Co Shareholder as his/her appointor, and

(c) if more than one person is appointed as alternate the appointment shall specify who is to be the alternate if he/she is in attendance at a board meeting to the exclusion of the other appointee(s) if such other appointee(s) is or are also in attendance

Such appointment, removal or replacement shall be effective upon delivery of the notice relating thereto or such later date specified in such notice

24 2 Any JV Co Shareholder may appoint any person or persons in the alternative to be an alternate of any Director appointed by it and may in like manner remove and replace an alternate Director so appointed by them provided that in appointing any such alternate, such JV Co Shareholder complies with the restrictions in Article 24 1 in making such appointment as though it were a Director appointing an alternate under that Article

24 3 An alternate Director appointed in accordance with this Article 24 shall cease to be an alternate Director if his or her appointor ceases to be a Director or ceases to have the right to appoint an alternate pursuant to these Articles

25. Rights and responsibilities of alternate Directors

25 1 An alternate Director has the same rights in relation to any Directors' meeting or Directors' written resolution as his or her appointor

25 2 Unless these 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 appointor, and

(d) are not deemed to be agents of or for their appointor

25 3 Each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees established by the Directors of which his or her appointor is a member

25 4 A person who is an alternate Director

(a) may be counted as participating for the purposes of determining whether a quorum is present on his/her own account and in respect of his/her appointor,

(b) may vote on a decision taken at a meeting of the Directors on his/her own account and in respect of his/her appointor, and

(c) may sign or indicate his or her agreement to a Directors' written resolution on his/her own account and in respect of his/her appointor,

provided that his or her appointor is eligible to (but does not) participate in the relevant quorum, vote, decision or Directors' written resolution

26. Termination of alternate directorship

An alternate Director's appointment as an alternate terminates

(a) when he or she is removed or replaced as an alternate in accordance with Article 24,

(b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to his or her appointor, would result in the termination of his or her appointment as a Director,

(c) on the death of his or her appointor, or

(d) when his or her appointor's appointment as a Director terminates

Secretary

27. Appointment and removal of secretary

The Directors shall appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them

Part 3
SHARES AND DISTRIBUTIONS
Shares

28. Rights attached to shares

Subject to the provisions of the UK Companies Act, all or any of the rights for the time being attached to any class of shares may from time to time (whether or not the Company is being wound up) be varied either with the consent in writing of the holders of all of the issued shares of that class or with the sanction of a special resolution passed unanimously at a separate general meeting of the holders of those shares All the provisions of these Articles as to general meetings of the Company shall, with any necessary modifications, apply to any such separate general meeting, but so that the necessary quorum shall be one holder present in person or by proxy

29. Powers to issue shares

29 1 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution

29 2 No share shall be allotted or issued and no right to subscribe for, or convert any security into, a share shall be allotted or issued without the prior authority of an ordinary resolution

30. All shares to be fully paid up

Save for shares taken on the formation of the Company by the subscribers to the Company's memorandum 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

31. Alterations to share capital

31 1 The Company may by special resolution.

(a) subject to Articles 28 and 29, increase its share capital by new shares of such amount as the resolution prescribes,

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,

(c) sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and

(d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled

31 2 Subject to the UK Companies Act, the Company may by special resolution reduce its capital accounts in any way

31 3 Section 561 of the Act shall not apply to the allotment by the Company of any equity security

32. No payment of commissions on subscription for shares

Save as permitted by the UK Companies Act, no commission shall be paid by the Company to any person in consideration of the person subscribing or agreeing to subscribe for any shares or procuring or agreeing to procure subscriptions for any shares

33. Company not bound by less than absolute interests

Except as required by the law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by the law or these Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it and the interests of any secured party in a share which is the subject of a security granted in compliance with Article 37

34. Share certificates

34 1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds

34 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) the shares are fully paid up, and

(d) any distinguishing numbers assigned to them

34 3 No certificate may be issued in respect of shares of more than one class

34 4 If more than one person holds a share, only one certificate may be issued in respect of it

34 5 Certificates must

(a) have affixed to them the Company's common seal, or

(b) be otherwise executed in accordance with the UK Companies Act or in such other manner as the Directors may approve

35. Replacement share certificates

35 1 If a certificate issued in respect of a member's shares is

(a) damaged or defaced, or

(b) said to be lost, stolen or destroyed,

that member is entitled to be issued with a replacement certificate in respect of the same shares

35 2 A member 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 the Company's reasonable expenses as the Directors decide

36. Lien

36 1 The Company shall have a first and paramount lien on every share (whether or not being a fully paid share) and, save for any share over which any security has been granted in compliance with Article 37, for all the debts and liabilities of such member or any Associated Company of such member to the Company or any subsidiary of the Company under any indemnity, covenant, price adjustment mechanism, or other similar obligation undertaken or given by such member or Associated Company of such member in respect of any taxation or associated liability of the Company or subsidiary of the Company, whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member, and whether the period for the payment or discharge of the same shall have actually arrived or not

36 2 No member shall be entitled to sell, transfer or otherwise dispose of any shares, or any interest therein, other than a transfer to another Associated Company of the member, whilst such shares are subject to any lien in favour of the Company, and the Company shall not be bound by or recognise any interest in any share sold, transferred or otherwise granted in breach of this Article 36 and the Directors shall refuse to register any transfer made or purported to be made in breach of this Article 36

36 3 The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor, until the expiration of six months after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been served on the holder for the time being of the share or the person entitled thereto by reason of its liquidation or other similar or analogous *event and on the expiry of such period such sum (or part thereof) shall remain unpaid*

36 4 The net proceeds of such sale, after payment of the costs thereof, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the hen exists, so far as the same is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate for the share or shares sold and subject to a like lien for debts or liabilities not presently payable as existed upon the share or shares prior to the sale) be paid to the person entitled to the share or shares at the time of the sale

36 5 A statutory declaration in writing that the declarant is a Director or the secretary and that a share has been duly forfeited or surrendered or sold to satisfy the lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share Such declaration and the receipt of

the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together with the share certificate delivered to a purchaser or allottee thereof, shall (subject to the execution of an instrument of transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any) nor shall its title to the share be affected by any irregularity or invalidly in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share

37. Charges

No member shall, or shall be entitled to (save with the unanimous prior written consent of the other members), grant a security interest or otherwise encumber its shares or any other interest therein other than as approved in writing by each of the members The Company shall not be bound by or recognise any interest in any share taken or received in, under or pursuant to any security interest or other encumbrance entered into or given in breach of this Article 37 and the Directors shall refuse to register any transfer made or purported to be made pursuant to any such security interest or other encumbrance

38. Share transfers

38 1 Subject to the provisions of these Articles, shares shall be freely transferable

38 2 Shares shall be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor

38 3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

38 4 The Company shall retain any instrument of transfer which is registered

38 5 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

38 6 Subject to Article 38 7, the Board may in its absolute discretion refuse to register the transfer of a share to any person which is not made in accordance with these Articles and if it does so, notice of refusal must be given to the transferee and the instrument of transfer must be returned to the transferee (unless they suspect that the proposed transfer may be fraudulent) together with the reasons for their refusal, as soon as practicable and in any event within two months after the date on which the transfer is lodged with the Company

38 7 Notwithstanding anything contained in these Articles, the Board shall not refuse to register any transfer of shares, nor may it suspend registration thereof, where such transfer is effected pursuant to, or for the purpose of perfecting or enforcing, any security which has been granted over such shares in compliance with Article 38 7, and a certificate by the person to whom such security has been granted that such transfer has been effected pursuant to, or for the purpose of perfecting or enforcing, any security which has been granted over such shares in compliance with Article 37, shall be conclusive evidence of such fact

Alteration of share capital

39. Procedure for disposing of fractions of shares

39 1 This Article applies where

(a) there has been a consolidation or division of shares, and

(b) as a result, members are entitled to fractions of shares

39 2 The Board may

(a) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable,

(b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

(c) distribute the net proceeds of sale in due proportion among the holders of the shares

39 3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland

39 4 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

39 5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

Dividends and other distributions

40. Procedure for declaring dividends

40 1 Subject to approval by the Board, the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends

40 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

40 3 No dividend may be declared or paid unless it is in accordance with members' respective rights

40 4 Unless the ordinary 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

40 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

40 6 Subject to the UK Companies Act, 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

40 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

41. Payment of dividends and other distributions

41 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 either in writing or as the Directors otherwise decide,

(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 either in writing or as the Directors otherwise decide,

(c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Directors otherwise decide, or

(d) any other means of payment as the Directors agree with the distribution recipient either in writing or as the Directors otherwise decide

41 2 In these 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

42. Deductions from distributions in respect of sums owed to the Company

42 1 If

(a) a share is subject to the Company's lien, and

(b) the Directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice

42 2 Money so deducted must be used to pay any of the sums payable in respect of that share

42 3 The Company must notify the distribution recipient in writing of

(a) the fact and amount of any such deduction,

(b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and

(c) how the money deducted has been applied

43. 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

44. Unclaimed distributions

44 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

44 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

44 3 If

(a) ten 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

45. Non-cash distributions

45 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 (including the Company))

45 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

46. 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,

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

47. Authority to capitalise and appropriation of capitalised sums

47 1 Subject to these 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 any of the Company's reserve accounts (including share premium account and capital redemption reserve), and

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

47 2 Capitalised sums must be applied on behalf of the members by applying that part of such sum distributable amongst them in paying up in full unissued shares for allotment and distribution credited as fully paid up to and amongst them in the appropriate proportion

47 3 Subject to these Articles the Directors may

(a) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the making of cash payments), and

(b) 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

Part 4

DECISION-MAKING BY MEMBERS

Organisation of general meetings

48. Holding general meetings

All meetings of the Company including general meetings shall be held in the UK at such address as the secretary shall from time to time determine

49. Attendance and speaking at general meetings

49 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

49 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

49 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

49 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

49 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

50. Quorum for general meetings

50 1 The quorum at any general meeting or adjourned general meeting shall be all of the shareholders of the Company (such shareholders being present in person or by proxy)

50 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

51. Chairing general meetings

51 1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

51 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 member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

51 3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting"

51 4 The chairman of any general meeting shall not be entitled to a second or casting vote in any circumstances

52. Attendance and speaking by Directors and non-members

52 1 Directors may attend and speak at general meetings, whether or not they are members

52 2 The chairman of the meeting may permit other persons who are not

(a) members of the Company, or

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

to attend and speak at a general meeting provided that such persons are present in person at the meeting

53. Adjournment of general meetings

53 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

53 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 to ensure that the business of the meeting is conducted in an orderly manner or is properly transacted

53 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

53 4 When adjourning a general meeting, the chairman of the meeting must

(a) either specify the time and place in the UK 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

53 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 (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

(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

53 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the adjourned meeting if the adjournment had not taken place

Voting at general meetings

54. Voting: general

54 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles

54 2 No resolution of the members shall be effective unless all shareholders for the time being (such shareholders being present in person or by proxy) shall have voted in favour of the resolution and at any members' meeting every member present in person or by proxy shall together have one vote and every proxy or corporate representative shall have one vote for each member for whom the person is acting as proxy or corporate representative, in addition to the person's own vote if the person is a member On a poll, every member shall have one vote for every share of which the member is a holder

54 3 A resolution in writing (including a special resolution but excluding a resolution removing an auditor) signed by all the members who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution would be proposed, or by their duly appointed attorneys, shall be valid and effectual as if it had been passed at a general meeting of the Company duly convened and held

54 4 Any such resolution may consist of several documents in the like form each signed by one or more of the members or their attorneys and signature in the case of a corporate body which is a member shall be sufficient if made by a Director or other duly authorised officer thereof or its duly appointed attorney

55. Errors and disputes

55 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

55 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

56. Poll votes

56 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

56 2 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

56 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

A demand that is withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

56 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

57. Content of proxy notices

57 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

(a) states the name and address of the member appointing the proxy,

(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

(c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine, and

(d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate

57 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

57 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

57 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

58. Delivery of proxy notices

58 1 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

58 2 A proxy notice may be delivered to the Company at any time prior to the time appointed for holding the general meeting or adjourned meeting to which it relates

58 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

58 4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

58 5 If a proxy notice is not executed by the person appointing the proxy, the Company may require written evidence of the authority of the person who executed it to execute it on the relevant shareholders behalf

59. Amendments to resolutions

59 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

59 2 A special resolution to be proposed at a general meeting may be amended by a special 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

59 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

60. Calculating periods

In calculating the periods mentioned in Article 59 no account shall be taken of any part of the day that is not a Business Day

Part 5

ADMINISTRATIVE ARRANGEMENTS

61. Means of communication to be used

61 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

61 2 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the UK Companies Act provides for documents or information which are authorised or required by any provision of that the UK Companies Act to be sent or supplied by or to the Company

61 3 Subject to these Articles, any notice or document 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 for the time being

61 4 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 the Company by registered post to an address in the UK shall be deemed to have been

received on the second Business Day after it was posted and a notice or other document sent by the Company by registered airmail to an address outside the UK shall be deemed to have been received on the seventh Business Day after it was posted A notice or other document sent or supplied 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

61 5 Minutes of all resolutions and proceedings of the Directors and of general meetings of the Company shall be duly and regularly entered in books kept for the purpose in the UK and shall be available for inspection by a member during business hours without charge A member may require a copy of any such minutes of general meetings of the Company in such manner, and upon payment of such sum, as provided in the UK Companies Act

61 6 The secretary shall ensure that the minutes of all Board meetings held are kept, such minutes must record the location, commencement time and attendees and an accurate record of the business discussed at such meeting, including but not limited to the discussion and participation of each of the Directors attending such meeting and all the views expressed in arriving at the conclusions reached and the resolutions made Such minutes shall be prepared promptly after the conclusion of each meeting and circulated for consideration and/or approval at the following meeting

61 7 The secretary in the UK shall prepare detailed briefing papers and an agenda in advance of each Board meeting and such briefing paper and agenda shall be made available in the UK to each of the Directors in advance of meetings and with sufficient time to allow them to give full consideration to the matters to be discussed at any Board meeting

61 8 The Company will maintain its bank accounts in the UK

62. Company seals

62 1 Any common seal may only be used by the authority of the Directors

62 2 The Directors may decide by what means and in what form any common seal is to be used

62 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 by at least one authorised person in the presence of a witness who attests the signature

62 4 For the purposes of this Article, an authorised person is

(a) any Director,

(b) the secretary, or

(c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied

63. Right to inspect accounts and other records

A member and its authorised representatives may, subject to such conditions and regulations as the Directors may determine having regard to any obligation binding upon the Company to keep confidential information supplied to it by other persons, have access at all reasonable times to examine (and at its expense to take copies of) the books and records of the Company

64. Winding up

If the Company is wound up, the liquidator may, with the authority of a special resolution

(a) divide among the members 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 will be carried out as between the members), and

(b) vest the whole or any part of the assets of the Company in trustees upon such trusts for the benefit of the members as the liquidator determines,

but no member will be compelled to accept any assets in respect of which there is a liability

Directors' indemnity and insurance

65. Indemnity

In so far as the UK Companies Act allows, every present or former officer of the Company shall be indemnified out of the assets of the Company against any loss or liability incurred by the officer by reason of being or having been such an officer

66. Insurance

66 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss

66 2 In this Article

(a) a "relevant director" means any director or former director of the Company or any Associated Company of the Company, and

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that Director's duties or powers in relation to the Company, any Associated Company of the Company or any pension fund or employees' share scheme of the Company or an Associated Company of the Company

67. 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