

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of
IRIDIUM MIDCO LIMITED
(Company Number 10241385)

(the "Company")

15 SEPTEMBER 2016 (the "Circulation Date")

THURSDAY



We being the sole shareholder of the Company who at the date of the resolutions set out below are entitled to attend and vote on such resolutions as if it has been proposed in a general meeting of the Company **HEREBY PASS** pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following written resolutions of the Company, resolution one as an ordinary resolution and resolution two as a special resolution (the "**Resolutions**") and agree that the Resolutions shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

ORDINARY RESOLUTION

- 1 **THAT** the terms of, the arrangements contemplated by, and the execution, delivery, and performance by the Company of the following documents
 - 1 1 a senior facilities agreement to be dated on or around the date of this Resolution between (1) Iridium Midco Limited (the "**Parent**"), (2) the Subsidiaries of the Parent as defined therein (the "**Original Borrowers**") (3) the Subsidiaries of the Parent as defined therein (the "**Original Guarantors**") (4) HSBC Bank plc and (4) Barings Global Advisers Limited (the "**Arrangers**") (5) the Financial Institutions as defined therein (the "**Original Lenders**") (6) HSBC Bank plc (the "**Agent**") and (7) HSBC Corporate Trustee Company (UK) Limited (the "**Security Trustee**") (the "**Facilities Agreement**") pursuant to which the Lenders would make available to the Iridium Bidco Limited loans of up to £85,000,000 and various ancillary facilities subject to the terms and conditions therein contained,
 - 1 2 intercreditor agreement to be dated on or about the date of this Resolution between (1) the Agent, (2) the financial institutions named therein as Lenders, (3) the Arrangers, (4) the entity named therein as Vendor, (5) the entities named therein as Investor Loan Note Holders, (6) the entity named therein as Management Loan Note Holder, (7) the Company as Parent, (8) Iridium Bidco Limited, (9) the companies named therein as Intra-Group Lenders, (10) the subsidiaries of the Parent as Debtors, (11) the Security Agent and (12)

Inflexion Private Equity Partners LLP pursuant to which the entities named therein as creditors agreed to regulate their respective claims against the companies named therein as debtors (the "**Intercreditor Agreement**"),

- 1 3 a debenture to be dated on or around the date of this resolution between (1) the Company and the other companies named therein as chargors and (2) HSBC Corporate Trustee Company (UK) Limited as the Security Agent pursuant to which the Company would grant fixed and floating charges over and assign by way of security the whole of its property, assets and undertakings to the Security Agent to secure its liabilities under the Facilities Agreement, the Intercreditor Agreement and the other Finance Documents (the "**Debenture**"),
 - 1 4 a letter between the Company and HSBC Bank plc as Agent setting out certain agency fees payable in respect of the Facilities Agreement ("**Agency Fee Letter**"),
 - 1 5 a letter between the Company and HSBC Corporate Trustee Company (UK) Limited setting out certain security agency fees payable in respect of the Facilities Agreement ("**Security Agency Fee Letter**"),
 - 1 6 a letter between the Company and HSBC Bank plc as Arranger and Agent and Barings Global Advisers Limited as Arranger, setting out certain arrangement fees payable in respect of the Facilities Agreement ("**Arrangement Fee Letter**"),
 - 1 7 a letter between the Company and each of HSBC Bank plc and Barings Global Advisers Limited setting out certain arrangements in relation to the hedging of the facilities ("**Hedging letter**"),
 - 1 8 a letter between HSBC Bank plc, HSBC Corporate Trustee Company (UK) Limited, , Inflexion Buyout Fund IV General Partner Guernsey Limited, Inflexion Private Equity Partners LLP and the Company in relation to the proceeds of any proceedings in relation to due diligence reports received by such parties ("**Reports Proceeds Letter**"), and
 - 1 9 each of the other Finance Documents (as defined in the Facilities Agreement),
- be and are hereby approved for the benefit and in the best interests of the Company.

SPECIAL RESOLUTION

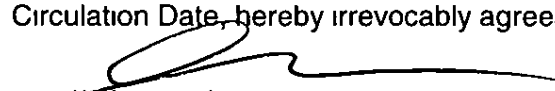
2 THAT,

- 2 1 the articles of association appended to the Resolutions (the "**New Articles**") be adopted as the articles of association of the Company in substitution for, and to the exclusion of, all existing articles of association of the Company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, being the sole member entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions set out above



(Director)
for and on behalf of
Iridium Topco Limited

Dated 15 September 2016

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - (a) **By Hand** delivering the signed copy addressed to the directors of the Company at the Company's registered office
 - (b) **Post** returning the signed copy by post addressed to the directors of the Company at the Company's registered office
- 2 If you do not agree to the resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the resolution, you may not revoke your agreement
- 4 Unless, before the end of the period of 28 days beginning on the Circulation Date, sufficient agreement has been received for the resolution to pass, they will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this date
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

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DATED 19 September 2016

**ARTICLES OF ASSOCIATION OF IRIDIUM MIDCO
LIMITED**

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
IRIDIUM MIDCO LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS AND INTERPRETATION

1 1 In the articles, unless the context requires otherwise

"**Act**" means the Companies Act 2006

"**articles**" means the Company's articles of association

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy

"**Board**" means the board of directors

"**chairman**" has the meaning given in article 14

"**chairman of the meeting**" has the meaning given in article 50

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Act) and all statutory instruments and other subordinate legislation made under them, in so far as they apply to the Company

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

"**distribution recipient**" has the meaning given in article 38

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

"**electronic form**" and "**electronic means**" have the meaning given in section 1168 of the Act

"**Exit**" has the meaning given in the Investment Agreement

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

"Group" means the Company, any subsidiary of the Company, any holding company of the Company and any subsidiary of any holding company of the Company for the time being (each being a **"Group Company"**)

"Group Executive Director" means any director of the Group

"hard copy form" has the meaning given in section 1168 of the Act

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares

"instrument" means a document in hard copy form

"Investment Agreement" means an agreement between the Company, Iridium Topco Limited, Iridium Bidco Limited, the Executive Managers, the Senior Managers, the Investors, Inflexion, IPEP, the Nominee and the SIPP (each as defined therein) dated the Investment Date

"Investment Date" means the date of completion of the Investment Agreement

"Issue Price" means the price per share at which the relevant shares are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon)

"Loan Notes" has the meaning given in the Investment Agreement

"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)

"ordinary resolution" has the meaning given in section 282 of the Act

"Ordinary Shares" means ordinary shares of £0.10 each in the capital of the Company

"paid" means paid or credited as paid

"participate" in relation to a directors' meeting, has the meaning given in article 12

"Preference Share Dividend" means the dividend payable in accordance with article 27 1(a)(i)

"Preference Shares" means the preference shares of £0.00001 each in the capital of the Company having the rights as set out in these articles.

"proxy notice" has the meaning given in article 56

"shareholder" means a person who is the holder of a share

"shares" means shares in the Company

"special resolution" has the meaning given in section 283 of the Act

"subsidiary" has the meaning given in section 1159 of the Act

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

"Winding Up" means

- (a) summary winding up, creditors' winding up or a winding up on just and equitable grounds of the Company, or
- (b) voluntary or involuntary winding up of a Group Company which, in either case, holds all or substantially all of the assets of the Group, where the proceeds of such winding up have been received by the Company

"working day" has the meaning given in section 1173(1) of the Act

"writing" and **"written"** means 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

1 2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Act as in force on the date when these articles become binding on the Company. However, the terms **"subsidiary"** and **"holding company"** include reference to subsidiary undertakings and parent undertakings

1 3 If, and for so long as, the Company has only one director, all references in these articles to **"directors"** shall be construed as a reference to that sole director

2 EXCLUSION OF MODEL ARTICLES

The Model Articles shall not apply to the Company

3 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

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

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

5 SHAREHOLDERS' RESERVE POWER

- 5 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 DIRECTORS MAY DELEGATE

- 6 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
- (a) to such person or committee,
 - (b) by such means (including by power of attorney),
 - (c) to such an extent,
 - (d) in relation to such matters or territories, and
 - (e) on such terms and conditions,
- as they think fit

- 6 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

- 6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

7 COMMITTEES

- 7 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern decision-making by directors
- 7 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

DECISION MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8 1 The general rule about decision-making by directors is that any decision of the directors must be

- (a) a majority decision at a meeting,
- (b) a majority decision by a directors' written resolution adopted in accordance with article 9, or
- (c) an unanimous decision taken in accordance with article 10

8 2 If, and for so long as, the Company has only one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

9 DIRECTORS' WRITTEN RESOLUTIONS

9 1 Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests

9 2 Subject to article 9 3, a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence

9 3 Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution

9 4 A proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting. 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 the articles

10 UNANIMOUS DECISIONS

10 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

10 2 Such a decision may take the form of a resolution in writing, copies of which each eligible director has signed one or more copies or to which each eligible director has otherwise indicated agreement in writing

10 3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting

10 4 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

11 CALLING A DIRECTORS' MEETING

- 11 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- 11 2 Notice of any directors' meeting must indicate
- (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 11 3 Subject to article 11 4, notice of a directors' meeting must be given to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence. Notice does not need to be in writing. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.
- 11 4 Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

12 PARTICIPATION IN DIRECTORS' MEETINGS

- 12 1 Subject to the articles, the directors participate in a directors' meeting, or part of a directors' meeting, when
- (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 12 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13 QUORUM FOR DIRECTORS' MEETINGS

- 13 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors. Other than where the Company has a sole director, the quorum must never be less than two, and unless otherwise fixed it is two.
- 13 3 If the Company has a sole director the quorum provisions do not apply.

13 4 If the total number of directors 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 shareholders to appoint further directors

14 CHAIRING OF DIRECTORS' MEETINGS

14 1 The directors may appoint a director to chair their meetings

14 2 The person so appointed for the time being is known as the chairman

14 3 The directors may terminate the chairman's appointment at any time

14 4 If the directors have not appointed a chairman, or if the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

15 CASTING VOTE

15 1 Subject to article 15 2, if the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

15 2 Article 15 1 does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

16 PARTICIPATING AND VOTING WHEN DIRECTOR INTERESTED

Subject to sections 177(5), 177(6), 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 the directors) in respect of such existing or proposed transaction or arrangement in which he is interested,

(c) shall be entitled to vote and count in the quorum 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 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

- (e) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) 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

17 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

18 RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

DIRECTORS' INTERESTS

19 TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

Subject to compliance with the Companies Acts (including sections 177 (Duty to declare interest in proposed transaction or arrangement) and 182 (Declaration of interest in existing transaction or arrangement) of the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company

20 DIRECTORS' CONFLICTS OF INTEREST

- 20 1 Provided that a director has declared the nature and extent of his interest (other than a non-disclosable interest) to the other directors, he shall be authorised for the purposes of section 175 of the Act

- (a) to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested,
- (b) to participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme),
- (c) to act as a trustee of any scheme for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension, retirement, death or disability scheme or other bonus or employee benefit scheme),

- (d) to enter into, or otherwise be interested in, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company), and
- (e) to be a party to any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested

A "**non disclosable interest**" is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of

20 2 The following provisions of this article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act

- (a) an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised,
- (b) an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time, and
- (c) a director must comply with any obligations imposed on him by the directors pursuant to any authorisation

20 3 If a matter, office, employment, position, transaction or arrangement or interest has been authorised either pursuant to article 20 1 or by the directors in accordance with section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information relating to such matter, office, employment, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, position, transaction or arrangement or interest

21 ACCOUNTING FOR PROFIT WHEN INTERESTED

21 1 Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts

- (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company,
- (b) no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit, and
- (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act

21 2 Subject always to the obligation of the director to disclose his interest in accordance with the Companies Acts and article 20 1 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given

- (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to articles 19 and 20 1 or by the directors for the purposes of section 175 of the Act,
- (b) no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit, and
- (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act

22 APPOINTMENT AND REMOVAL OF DIRECTORS

22 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

- (a) by ordinary resolution, or
- (b) by a decision of the directors

23 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as

- (a) that person ceases to be a Group Executive Director,
- (b) that person is removed as a director by ordinary resolution,
- (c) that person ceases to be a director by virtue of any provision of the Companies Acts (including pursuant to section 168 of the Act) or is prohibited from being a director by law,
- (d) a bankruptcy order is made against that person,
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (f) 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, or
- (g) notice in writing is received by the Company from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms

24 DIRECTORS' REMUNERATION

24 1 Directors may undertake any services for the Company that the directors decide

24 2 Directors are entitled to such remuneration as the directors determine

- (a) for their services to the Company as directors, and
- (b) for any other service which they undertake for the Company

24 3 Subject to the articles, a director's remuneration may

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

24 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

25 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the directors and the Company secretary (if any) properly incur in connection with their attendance at

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

COMPANY SECRETARY

26 SECRETARY'S TERM OF OFFICE

The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed

PART 3

SHARES AND DISTRIBUTIONS

SHARES

27 SHARE RIGHTS

27 1 The Preference Shares shall have the following rights

(a) Income

- (i) The Company shall, without resolution of the Company in general meeting and before application of any profits to reserve or for any other purpose pay, subject to Article 27 1(a)(i)(C) below, in respect of each Preference Share a fixed cumulative preferential dividend at the annual rate of 10% of the Issue Price per Preference Share (the "**Preference Share Dividend**") which dividend shall
 - (A) accrue daily assuming a 365-day year commencing on the Investment Date until the earliest of (and including) (a) the date of redemption of the relevant Preference Share and (b) the date of a Winding Up of the Company,
 - (B) be calculated on a compounded basis occurring on 31 December of each calendar year (meaning that all accruals of dividends at such 10% annual rate in any given calendar year remaining unpaid shall be treated as an addition to the aggregate Issue Price of the Preference Shares for the purposes of calculating the 10% rate dividend accruing from the start of the following calendar year and for each subsequent calendar year),
 - (C) subject to Article 27 1(a)(ii), be paid on 31 December 2023
- (ii) All accruals of Preference Share Dividends shall become due and payable immediately prior to an Exit subject to distribution in accordance with the order of priorities set out in Article 27 1(b)
- (iii) Subject always to the approval of the Board, where the Company is precluded by the Act or otherwise by law from paying in full any Preference Share Dividends on any date specified in this Article 27 1(a), then in respect of any such dividends which would otherwise require to be paid pursuant to these articles on that date
 - (A) the Company shall pay, on that date, to the holders of the Preference Shares *pari passu* on account of the Preference Share Dividends the maximum sum (if any) which can then, consistent with the Act, be paid by the Company, and
 - (B) as soon as the Company is no longer precluded from doing so, the Company shall in respect of the Preference Shares *pari passu* pay on account of the balance of Preference Share Dividends for the time being remaining outstanding, and until all arrears,

accruals and deficiencies of the Preference Share Dividends have been paid in full, the maximum amount of Preference Share Dividends which can, consistent with the Act, properly be paid by the Company at that time

- (iv) Subject to the payment of any Preference Share Dividends and redemption of any Preference Shares due for redemption, any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the Ordinary Shares

(b) Capital

As regards capital on a return of assets on a liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities (including all amounts due under the Loan Notes) shall be applied in the following order of priority.

- (i) firstly, in paying to each holder of Preference Shares an amount equal to the Issue Price of all Preference Shares held by such holder and subject thereto,
- (ii) secondly, subject to the payments prescribed by Article 27 1(b)(i), in paying to each holder of Preference Shares all unpaid arrears and accruals of the Preference Share Dividends on the Preference Shares held by such holder, calculated up to and including the date the return of capital is made (such arrears and accruals being payable irrespective of whether the relevant dividend has become due and payable in accordance with the articles) and subject thereto,
- (iii) thirdly, subject to the payments prescribed by Article 27 1(b)(ii), in paying to each holder of Ordinary Shares
 - (i) any dividends on the Ordinary Shares held by such holder which have been declared in accordance with Article 27 1(a)(iv) but are unpaid, then
 - (ii) an amount equal to the Issue Price of all the Ordinary Shares held by such holder,
- (iii) thereafter, in distributing the balance of such assets amongst the holders in proportion to the numbers of Ordinary Shares held by them respectively

(c) Voting

As regards voting

- (i) only the holders of the Ordinary Shares, shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company Save, in each case, as provided otherwise in the Act, each such holder present in person or by proxy or by representative shall be

entitled on a show of hands to one vote and on a poll or written one vote, and

- (ii) the holders of Preference Shares shall not have the right to receive notice of or to attend, vote and speak at any general meeting of the Company

28 DIRECTORS' POWERS TO ALLOT SHARES

In accordance with the provisions of section 550 of the Act, the directors may exercise any power of the Company

- (a) to allot shares, or
- (b) to grant rights to subscribe for or to convert any security into such shares,

and any such allotment may be made as if section 561 of the Act (existing shareholders' right of pre-emption) did not apply to such allotment

29 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 29 1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 29 2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder. The terms, conditions and manner of redemption of any such shares may be determined by the directors or otherwise shall be set out in the articles

30 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the 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

31 SHARE CERTIFICATES

- 31 1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 31 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 amount paid up on them (including both the nominal value and any share premium), and
 - (d) any distinguishing numbers assigned to them
- 31 3 No certificate may be issued in respect of shares of more than one class

31 4 If more than one person holds a share, only one certificate may be issued in respect of it

31 5 Certificates must be executed in accordance with the Companies Acts

32 REPLACEMENT SHARE CERTIFICATES

32 1 If a certificate issued in respect of a shareholder's shares is

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

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

32 2 A shareholder exercising the right to be issued with such a replacement certificate

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

33 SHARE TRANSFERS

33 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares are not fully paid) by and on behalf of the transferee

33 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

33 3 The Company may retain any instrument of transfer which is registered

33 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

33 5 The directors may not refuse to register the transfer of a share unless it is not duly stamped (or it is not duly certified or otherwise shown to the satisfaction of the directors to be exempt from stamp duty) or they suspect that the proposed transfer may be fraudulent

33 6 Notwithstanding article 33 5, the directors shall not decline to register any transfer of shares, nor may they suspend such registration where such transfer

- (a) is to any Secured Party, or
- (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares, or

- (c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security

33 7 For the purposes of this article 33, "**Secured Party**" means any bank, financial institution, trust, fund or other entity or person to which a security interest has been granted over the shares in the Company, or any agent, security agent, nominee, receiver or other entity acting on its behalf

33 8 Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a Secured Party

34 TRANSMISSION OF SHARES

34 1 If title to a share passes to a transmittee, the Company shall recognise only the transmittee as having any title to that share, but nothing in the articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder

34 2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require

- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

- (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had

34 3 But transmittees do not have the right to attend or vote at a general meeting, or to agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

35 EXERCISE OF TRANSMITTEES' RIGHTS

35 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish

35 2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it

35 3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

36 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice, document or other information is served on or sent or supplied to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice, document or other information if it was served on or sent or supplied to the shareholder before the transmittee's name, or the name of any person nominated under article 34 2(a), has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

37 PROCEDURE FOR DECLARING DIVIDENDS

- 37 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- 37 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
- 37 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights
- 37 4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the rights attached to any shares, specify otherwise, a dividend 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
- 37 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 arrear
- 37 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 37 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

38 CALCULATION OF DIVIDENDS

- 38 1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be declared and paid in proportions based on the amounts paid up on the nominal value of the shares during any portion or portions of the period in respect of which the dividend is paid
- 38 2 If any share is issued on terms providing that such share shall be entitled to a dividend as if the nominal value of it were fully paid or partly paid from a particular date (in the past or the future), then such share shall be entitled to a dividend on that basis

39 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 39 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 may otherwise decide,
 - (b) sending by post a cheque made payable to the distribution recipient 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 may otherwise decide,

- (c) sending by post a cheque made payable to such person, and sent to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

39 2 In the articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable

- (a) the holder of the share, or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

40 **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 rights attached to the share, or
- (b) the provisions of another agreement between the holder of that share and the Company

41 **UNCLAIMED DISTRIBUTIONS**

41 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

41 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

41 3 If

- (a) 12 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

42 NON-CASH DISTRIBUTIONS

- 42 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)
- 42 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

43 WAIVER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS

44 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS.

- 44 1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of any other reserve of the Company (including any share premium account, capital redemption reserve or other undistributable reserve), and
 - (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions as their entitlement to dividends ("**relevant proportions**")
- 44 2 Capitalised sums must be applied on behalf of the persons entitled and in the relevant proportions

- 44 3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum, which are then allotted, credited as fully paid, to the persons entitled or as they may direct
- 44 4 A capitalised sum which was appropriated from profits available for distribution may be applied
- (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled (whether as to the nominal value of the shares or any amount payable to the Company by way of premium), or
 - (b) in paying up new debentures of the Company which are then allotted, credited as fully paid, to the persons entitled or as they may direct
- 44 5 Subject to the articles, the directors may
- (a) apply capitalised sums in accordance with articles 44 3 and 44 4 partly in one way and partly in another,
 - (b) make such arrangements as they think fit where any difficulty arises with regard to any distribution of any capitalised sum, and, in particular, in the case of shares or debentures becoming distributable under this article 44 in fractions, the directors may decide that the benefit of fractional entitlements belongs to the Company, that fractions are to be ignored, to make payments in cash in lieu of fractional entitlements, or otherwise deal with fractions as they think fit,
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article, and
 - (d) generally do all acts and things required to give effect to the ordinary resolution

45 CAPITALISATION TO DEAL WITH FRACTIONS ARISING ON A CONSOLIDATION OF SHARES

Whenever, as the result of any consolidation or consolidation and division of shares, any shareholders would become entitled to fractions of shares, the directors may, subject to the provisions of the Companies Acts, allot to each such shareholder, credited as fully paid by way of capitalisation, the minimum number of new shares required to round up his holding following the consolidation to a whole number (such allotment being deemed to have been effected immediately before consolidation) For such purpose, the directors may

- (a) capitalise a sum equal to the aggregate nominal amount of the new shares to be allotted on that basis out of any profits or reserve referred to in article 44 1(a),
- (b) appropriate and apply such sum in paying up in full the appropriate number of new shares for allotment and distribution to such shareholders on that basis, and
- (c) generally do all acts and things required to give effect to any capitalisation pursuant to this article 45

PART 4

DECISION MAKING BY SHAREHOLDERS

WRITTEN RESOLUTIONS

46 WRITTEN RESOLUTIONS

A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act

GENERAL MEETINGS

ORGANISATION OF GENERAL MEETINGS

47 CALLING GENERAL MEETINGS

47 1 If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any shareholder of the Company may call a general meeting

47 2 If, and for so long as, the Company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting

47 3 A shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called

48 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

48 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

48 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

48 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

48 4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other

48 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

49 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

50 CHAIRING GENERAL MEETINGS

50 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

50 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start

(a) the directors present, or

(b) (if no directors are present within 10 minutes of the time at which a meeting was due to start), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

50 3 The person chairing a meeting in accordance with this article is referred to as **"the chairman of the meeting"**

51 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

51 1 Directors may attend and speak at general meetings, whether or not they are shareholders

51 2 The chairman of the meeting may permit other persons who are not

(a) shareholders of the Company, or

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

to attend and speak at a general meeting

52 ADJOURNMENT

52 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. If at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved

52 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 52 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 52 4 When adjourning a general meeting, the chairman of the meeting must
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 52 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 7 clear days' notice of it (that is, excluding the day on which the notice is given and the day of the adjourned meeting and)
 - (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) in the same manner in which such notice is required to be given and containing the same information which such notice is required to contain
- 52 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

53 VOTING: GENERAL

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

54 ERRORS AND DISPUTES

- 54 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
- 54 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

55 POLL VOTES

- 55 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

55 2 A poll may be demanded by

- (a) the chairman of the meeting,
- (b) the directors,
- (c) two or more persons having the right to vote on the resolution,
- (d) a person or persons representing not less than 10 per cent of the total voting rights of all the shareholders having the right to vote on the resolution, or
- (e) a person or persons who hold (or are representing a holder or holders of) shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the shares conferring the right to vote on the resolution

55 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

55 4 A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

55 5 Polls must be taken immediately and in such manner as the chairman of the meeting directs

56 CONTENT OF PROXY NOTICES

56 1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which

- (a) states the name and address of the shareholder appointing the proxy,
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine,
- (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates, and
- (e) is received by the Company no later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy relates or such later time as the directors may determine

56 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

56 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

56 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

57 DELIVERY OF PROXY NOTICES

57 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. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall

- (a) on a show of hands, be invalid,
- (b) on a poll, be invalid to the extent that such person votes in respect of the shares to which the proxy notice relates

57 2 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

57 3 A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates

57 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

57 5 When two or more valid but different proxy notices are received in respect of the same share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share

58 NO VOTING OF SHARES ON WHICH MONEY OWED TO THE COMPANY

Unless the directors otherwise determine, no voting rights attached to a share may be exercised unless all amounts (including the nominal value and any share premium) payable to the Company in respect of that share have been paid

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 ordinary resolution, if
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 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

PART 5

ADMINISTRATIVE ARRANGEMENTS

60 FORM OF NOTICE

Any notice or other document to be given pursuant to the articles (other than a notice calling a meeting of the directors) must be in writing

61 NOTICES TO THE COMPANY

Any notice, document or other information may be served on or sent or supplied to the Company by anyone

- (a) by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose,
- (b) by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company,
- (c) by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose, or
- (d) by any other means authorised in writing by the Company

62 NOTICES TO SHAREHOLDERS AND TRANSMITTEES

62 1 Any notice, document or other information may be served on or sent or supplied to any shareholder

- (a) personally,
- (b) by sending it through the post in a prepaid envelope addressed to the shareholder at his registered address,
- (c) by delivering it by hand to or leaving it at that address in an envelope addressed to the shareholder,
- (d) by sending or supplying it by electronic means to an address notified by the shareholder to the Company from time to time for that purpose, or
- (e) by any other means authorised in writing by the relevant shareholder

62 2 Nothing in article 62 1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a shareholder in a particular way

62 3 In the case of joint holders of a share

- (a) all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders, and
- (b) any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders

62 4 Notices, documents or other information to be served on or sent or supplied to a transmittee may be served on or sent or supplied to him by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by him Articles 62 1 and 64 shall apply to any notice, document or information so served, sent or supplied as if references in those articles to

- (a) "shareholder" are to the transmittee, and
- (b) a shareholder's "registered address" or "address" are to the address so supplied

This article 62 4 is without prejudice to paragraph 17 of Schedule 5 to the Act

63 NOTICES TO DIRECTORS

Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any)

- (a) personally,
- (b) by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose,
- (c) by delivering it by hand to or leaving it at that address in an envelope addressed to him,
- (d) by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose, or
- (e) by any other means authorised in writing by the director

64 SERVICE OF NOTICES ON SHAREHOLDERS OR DIRECTORS

Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy)

- (a) addressed to a shareholder or a director in the manner prescribed by the articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received
 - (i) (if prepaid as first class) 24 hours after it was posted,

(ii) (if prepaid as second class) 48 hours after it was posted,

(iii) (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post,

(b) not sent by post, but addressed to a shareholder or a director and delivered by hand to or left at an address in accordance with the articles, shall be deemed to have been received on the day it was so delivered or left,

(c) served, sent or supplied to a shareholder or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed,

(d) served, sent or supplied by any other means authorised in writing by the shareholder or the director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose

65 COMPANY SEALS

65 1 Any common seal may only be used by the authority of the directors

65 2 The directors may decide by what means and in what form any common seal is to be used

65 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

(a) two directors,

(b) one director and the company secretary (if any), or

(c) one authorised person in the presence of a witness who attests the signature

65 4 For the purposes of this article, an authorised person is

(a) any director of the Company,

(b) the company secretary (if any), or

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

66 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder

67 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

DIRECTORS' INDEMNITY AND INSURANCE

68 DIRECTORS' INDEMNITY AND INSURANCE

To the extent permitted by the Companies Acts, the Company may

- (a) indemnify any director of the Company or of any associated company against any liability, and
- (b) purchase and maintain insurance against any liability for any director of the Company or of any associated company