

COMPANY NO. 13562261

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF ESB RETAIL GB LIMITED



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**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

OF

ESB RETAIL GB LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS AND INTERPRETATION

1.1 In these articles, unless the context requires otherwise:

“**address**” has the meaning given in section 1148 of the Companies Act 2006;

“**Amendment Date**” means _____;

“**articles**” means the Company’s articles of association;

“**associate**” means:

- (a) in relation to an individual, any person who at any relevant time is connected with that individual within the meaning of sections 1122 to 1124 Corporation Tax Act 2010; and
- (b) in relation to an undertaking, any group undertaking of that undertaking at any relevant time and any other person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such undertaking,

(other than, in the case of a Shareholder, any of the Group Companies);

“**Audit Committee**” has the meaning given in article 7.2.2;

“**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 of the Company from time to time;

“**business day**” means any day other than a Saturday, Sunday or any bank or other public holiday in England and Wales;

“**call**” has the meaning given in article 31.1;

“**call notice**” has the meaning given in article 31.1;

“**CD**” means Charles Davies;

“**CD Nominee**” has the meaning given in article 17.4.2;

“**CEO**” means the chief executive officer of any of the Group Companies from time to time, as nominated by the Majority Shareholder by notice to the relevant Group Company;

“**Chairman**” has the meaning given in article 12.1;

“**chair of the meeting**” has the meaning given in article 59.3;

“clear days” in relation to a notice, excludes the day the notice is deemed under these articles to be given and the day on which the specified period expires;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“Company” means ESB Retail GB Limited;

“company’s lien” has the meaning given in article 29.1;

“Completion” means 26 August 2021;

“Deferred Shares” means the deferred shares of £1.00 each in the capital of the company;

“director” means any director for the time being of the Company, including, where applicable, any alternate director;

“distribution recipient” has the meaning given in article 48.2;

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

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“electronic means” has the meaning given in section 1168 of the Companies Act 2006;

“eligible directors” has the meaning given in article 10.3;

“ESB Subsidiary” means ESB Energy Limited, registered in England and Wales (registered number 09688977), whose registered office is at Tricor Suite, 4th Floor, 50 Mark Lane, London EC4R 7QR;

“Fit and Proper Requirement” means the obligations set out in Condition 4C of the gas and electricity supply licences issued under the Gas Act 1986 and the Electricity Act 1989 respectively;

“fully paid” in relation to a Share means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

“Group” means the Company and any subsidiary undertaking of the Company from time to time (including, from Completion and for so long as they remain a subsidiary undertaking of the Company, each of SEL and SETL) and any new holding company and references to **“Group Company”** and **“member of the Group”** shall be construed accordingly;

“Group Subsidiaries” means the ESB Subsidiary, SEL and SETL and any other subsidiary undertaking of the Company from time to time, and in each case for so long as they remain a subsidiary undertaking of the Company (and **“Group Subsidiary”** shall be construed accordingly);

“group undertaking” means a group undertaking (within the meaning of section 1161(5) of the Companies Act 2006) in relation to the Company;

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

“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;

“lien enforcement notice” has the meaning given in article 30;

“Lock-in Expiry Date” means the fifth anniversary of Completion;

“Majority Shareholder” means any Shareholder holding (together with its associates from time to time) the majority by number of the Ordinary Shares (or if no Shareholder (together with its associates from time to time) holds such majority, the Shareholder holding (together with its associates from time to time) the largest number of Ordinary Shares, provided that if there are two or more Shareholders which (together with their respective associates) each hold the largest number of Ordinary Shares where the Parent or one of its associates is one such Shareholder, the Parent shall be deemed to be the Majority Shareholder;

“Majority Shareholder Director” has the meaning given in article 17.3;

“Minority Shareholder” means any Shareholder that is not the Majority Shareholder;

“Minority Shareholder Directors” means any director appointed by a Minority Shareholder pursuant to articles 17.2 or 17.4, and, for the avoidance of doubt, shall include any SO Nominee appointed as a director, any CD Nominee appointed as a director and any SO and CD Nominee appointed as a Director from time to time (and **“Minority Shareholder Director”** shall be construed accordingly);

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“Ordinary Shares” means the ordinary shares of £1.00 each in the capital of the company;

“paid” means paid or credited as paid;

“Parent” means ESB Group (UK) Limited;

“proxy notice” has the meaning given in article 64.1;

“Relevant Agreement” means any agreement from time to time that relates to the management and affairs of the Company, is binding on all the members of the Company and (expressly or by implication) supplements or prevails over any provisions of these articles;

“relevant officer” means any person who is or was at any time a director, secretary or other officer (except an auditor) of the company or of any group undertaking;

“Remuneration Committee” has the meaning given in article 7.2.1;

“SEL” means SO Energy Limited, registered in England and Wales (registered number 09144818);

“SETL” means SO Energy Trading Limited, registered in England and Wales (registered number 09263295);

“Shareholders” means the holders of Shares and **“Shareholder”** means any one of them;

“Shares” means shares of whatever class in the capital of the Company;

“SO” means Simon Oscroft;

“SO and CD Nominee” has the meaning given in article 17.4;

“SO Nominee” has the meaning given in article 17.4.1;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“Transfer” means:

- (a) any sale, transfer or other disposition (including by way of contractual or other arrangement which transfers the economic risk and reward or otherwise substantially mimics the effect of a sale) of any Shares (including any voting rights attached thereto);
- (b) any direction (by way of renunciation or otherwise) by a holder of Shares, or a person entitled to an issue or transfer of Shares, that Shares be issued or transferred to a person other than himself; or
- (c) any agreement to do any of the foregoing,

and references to “**Transferred**” shall be construed accordingly;

“**transmittee**” means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law; and

“**writing**” 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 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.
- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in these articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine, feminine or neuter gender include all other genders. Words importing persons include an individual, firm, partnership, body corporate, corporation, association, organisation, government, state, foundation or trust, in each case whether or not having separate legal personality.
- 1.6 The words “other”, “including”, “includes”, “include”, “in particular” and any similar words shall not limit the general effect of words that precede or follow them and the ejusdem generis rule shall not apply.

2. LIABILITY OF MEMBERS

- 2.1 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

3. DIRECTORS’ GENERAL AUTHORITY

- 3.1 Subject to these articles, the Board is responsible for:
 - 3.1.1 the overall management and day-to-day operation of the business of the Company;

- 3.1.2 carrying out the duties, obligations and functions ascribed to the Board in any Relevant Agreement and these articles, subject always to any delegation of authority, or other rights or responsibilities granted pursuant to these articles;
- 3.1.3 the overall direction and management of the Company; and
- 3.1.4 forming policies for conducting the business of the Company.

4. POWER TO CHANGE THE COMPANY'S NAME

- 4.1 The directors may from time to time change the name of the Company.

5. MEMBERS' RESERVE POWER

- 5.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2 No special resolution pursuant to article 5.1 invalidates anything which the directors have done before the passing of the resolution.

6. DIRECTORS MAY DELEGATE

- 6.1 Subject to these articles, the directors may delegate any of the powers which are conferred on them under these articles:
 - 6.1.1 to such person or committee;
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and conditions,

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of these articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.

- 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 The Board may resolve to delegate any of their powers to one or more committees of the Board and set the scope of each such the committee's terms of reference.
- 7.2 As soon as is reasonably practicable following the Amendment Date, the Shareholders shall procure that the Board shall constitute and thereafter maintain:
 - 7.2.1 a committee to determine the emoluments from time to time of the Group's employees and directors (the "**Remuneration Committee**"); and
 - 7.2.2 a committee to review the Group's annual financial statements before submission to the Board for approval, and to review reports from management and the Group's auditors on accounting and internal control matters (the "**Audit Committee**").

- 7.3 Proceedings of the Remuneration Committee, the Audit Committee and any other committee of the Board constituted from time to time shall be carried out as directed by the Board.

DECISION-MAKING BY DIRECTORS

8. FREQUENCY, LOCATION AND CONVENING DIRECTORS' MEETINGS

- 8.1 The Board shall hold not less than six meetings per annum at such intervals as may be appropriate.
- 8.2 Notice of any meeting of the Board (which may be given by e-mail) shall be sent to all directors not less than ten business days prior to the proposed date for such meeting (unless circumstances reasonably require a shorter period, as determined by the Board), accompanied by a written agenda specifying the business of such meeting in reasonable detail along with all relevant papers and documents to be considered at such meeting. Other than with the consent of all directors present at the meeting, only those matters included on the written agenda may be discussed at such meeting.
- 8.3 The directors may either attend the meeting in person at the location specified in the notice or by way of a telephone or video conference facility established by the Company which enables each of the directors present to participate.

9. VOTING AT DIRECTORS' MEETINGS

- 9.1 Resolutions of the Board (or any committee thereof) shall be decided by the majority of the votes cast and each director shall have one vote. Prior to the Lock-in Expiry Date, regardless of the number of Majority Shareholder Directors present at any such Board meeting, the Majority Shareholder Directors present shall have such number of votes between them as is equal to the number of directors the Majority Shareholder is entitled to appoint from time to time pursuant to article 17.2 (and for the avoidance of doubt if only one Majority Shareholder Director is present at such Board meeting, such Majority Shareholder Director shall have such number of votes).

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 signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.
- 10.3 References in these articles 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 (but excluding any director whose vote is not to be counted in respect of that particular matter).
- 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. QUORUM FOR DIRECTORS' MEETINGS

- 11.1 The quorum necessary for the transaction of any business of the Board shall be two Majority Shareholder Directors (or one Majority Shareholder Director if the Majority Shareholder Director has only appointed one Majority Shareholder Director).
- 11.2 If a quorum is not present at a meeting of the Board the meeting shall be reconvened. At least five business days’ notice of the reconvened meeting will be given (including notice of the business

to be considered at the reconvened meeting, which shall be limited to the matters on the agenda at the first convened meeting). At the reconvened meeting the quorum necessary for the transaction of any business of the Board shall be two Majority Shareholder Directors.

12. CHAIRING OF DIRECTORS' MEETINGS

- 12.1 The Majority Shareholder from time to time may nominate any director to act as Chairman (the “**Chairman**”). The Chairman shall chair the meetings of the Board and shall have a casting vote.

13. DIRECTORS' INTERESTS IN TRANSACTIONS AND VOTING

- 13.1 The directors may, subject to the provisions of these articles, authorise any matter proposed to them which would, if not so authorised, involve a director (a “**Conflicted Director**”) breaching his duty under section 175 of the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

- 13.2 At a directors' meeting at which authorisation of a matter under article 13.1 is considered:

13.2.1 neither the Conflicted Director nor any other director having an interest in the relevant matter may be counted as participating in the meeting for the purposes of the quorum requirement; and

13.2.2 neither the Conflicted Director nor any other director having an interest in the relevant matter is entitled to vote on the matter and, if the Conflicted Director or any other director having such an interest does vote, his vote must not be counted.

- 13.3 Where the directors authorise a matter under article 13.1, the directors may:

13.3.1 (whether at the time of giving the authorisation or subsequently) make the authorisation subject to any terms or conditions (including of a kind described in article 14.1); and

13.3.2 withdraw the authorisation or vary any terms or conditions to which the authorisation is subject at any time.

- 13.4 Subject to compliance with article 13.5, a director, notwithstanding his office, may:

13.4.1 be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;

13.4.2 hold any other office or place of profit under the Company (except that of auditor) in conjunction with his office of director and may act, directly or through a body corporate or firm with which he is associated, in a professional capacity for the Company (otherwise than as auditor), in any such case on such terms as to remuneration and otherwise as the directors may decide; and

13.4.3 be a director, officer or employee of, or otherwise interested in, any holding company or subsidiary of the Company or any other body corporate or firm in which the Company is directly or indirectly interested,

and no authorisation under article 13.1 is necessary in respect of any such interest as is referred to in this article 13.4.

- 13.5 Subject to article 13.6:

13.5.1 in the case of an interest permitted by article 13.4 which is an interest in a proposed or existing transaction or arrangement with the Company, the interested director must

declare the nature and extent of his interest to the other directors in a manner and at such time or times as complies with the Companies Acts; and

13.5.2 in the case of any other interest permitted by article 13.4, the interested director must declare the nature and extent of his interest to the other directors as soon as is reasonably practicable. Any such declaration must be made at a directors' meeting or by a notice in writing sent to the other directors or in such other manner as the directors may determine.

13.6 A director need not declare an interest under article 13.5:

13.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

13.6.2 of which the director is not aware or where the director is not aware of the transaction or arrangement in question (and, for this purpose, a director is treated as aware of matters of which he ought reasonably to be aware);

13.6.3 if, or to the extent that, the other directors are already aware of it (and, for this purpose, the other directors are treated as aware of anything of which they ought reasonably to be aware); or

13.6.4 if, or to the extent that, it concerns terms of his service agreement that have been or are to be considered by a meeting of the directors or by a committee appointed for this purpose under these articles.

14. CONFLICTS OF INTEREST – PROCEDURES AND EFFECT OF COMPLIANCE

14.1 Where a director has an actual or potential conflict of interest as a result of having an interest which has been authorised under article 13.1 or is permitted under article 13.4:

14.1.1 the relevant director must comply with such requirements and procedures as the directors may from time to time impose or adopt for dealing with conflicts of interest (either generally or in relation to the particular conflict of interest in question);

14.1.2 in particular but without limitation, the directors may require that the relevant director is excluded from receiving any information, from participating in any discussions by the Company and from participating for quorum and voting purposes in the decision-making process at any meeting of the directors or of a committee concerning any matter which gives rise or otherwise relates to the conflict of interest; and

14.1.3 the directors may decide that, where a director obtains (otherwise than through his position as a director) information that is confidential to a third party, the director is under no obligation to disclose that information to the Company or to use or apply that information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.

14.2 Notwithstanding any other provision of these articles, a director appointed under these articles is entitled to disclose to a Majority Shareholder by whom he was appointed (if applicable) such information concerning the business and affairs of the Company as he sees fit.

14.3 A director will not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act as a result of doing (or omitting to do) any act or thing in accordance with any terms, conditions, requirements, procedures or decisions imposed, adopted or made by the directors pursuant to articles 13.3 or 14.1.

- 14.4 A director is not, by reason of his office (or the fiduciary relationship thereby established), liable to account to the Company for any remuneration or other benefit realised by reason of his having an interest which has been authorised under article 13.1 or is permitted under article 13.4 (subject, where relevant, to any terms or conditions imposed pursuant to article 13.3 and any requirements or procedures imposed or adopted pursuant to article 14.1) and no transaction or arrangement is liable to be avoided on the grounds of a director having any such interest or realising any such benefit nor does the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 14.5 Subject to article 14.6, a director is not entitled to participate for quorum and voting purposes in the decision-making process at any meeting of the directors or of a committee on any resolution concerning any transaction or arrangement in which he has, directly or indirectly, an interest which may reasonably be regarded as likely to give rise to a conflict of interest.
- 14.6 A director is entitled to participate for quorum and voting purposes in the decision-making process at any meeting of the Directors or of a committee on any resolution concerning any transaction or arrangement in which he has, directly or indirectly, an interest if:
- 14.6.1 the interest has been authorised under article 13.1; or
- 14.6.2 the interest is permitted under article 13.4 provided that he has declared the nature and extent of his interest in accordance with the Companies Acts and these articles,
- unless and to the extent that any terms or conditions imposed pursuant to article 13.3 or any requirements or procedures imposed or adopted pursuant to article 14.1 exclude him from so participating or restrict such participation.
- 14.7 If a question arises at a meeting of the directors as to the entitlement of a director (including the Chairman) to participate in the meeting (or part of the meeting) for quorum and voting purposes and the question is not resolved by the director concerned voluntarily agreeing not to participate, the question must be decided by a decision of the directors participating in the meeting (and, for this purpose, the director concerned is not to be counted as participating in the meeting, or that part of the meeting, for quorum or voting purposes) and their decision is final and conclusive except in a case where the nature or extent of the interests of the director concerned have not been fairly disclosed.

15. RECORDS OF DECISIONS TO BE KEPT

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

16. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS

17. METHODS OF APPOINTING AND REMOVING DIRECTORS

- 17.1 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:
- 17.1.1 by ordinary resolution, or

17.1.2 by a decision of the directors.

Rights to appoint and remove directors

- 17.2 Subject to article 17.4 and the Fit and Proper Requirement, each holder of Ordinary Shares shall be entitled (without prejudice to any other rights that it may have), from time to time to appoint to the Board one director in respect of each whole multiple of 16.667% of the total number of Ordinary Shares held by such Shareholder expressed as a percentage of the total number of Ordinary Shares then in issue, and to appoint and remove any replacements thereof. Where a Shareholder and any associates of it are also Shareholders, they shall be treated as one Shareholder for the calculating of the foregoing and one of them shall be entitled to appoint and remove in accordance with this article 17.2.

Rights of the Majority Shareholder

- 17.3 The persons appointed to the Board by the Majority Shareholder shall be designated as the “**Majority Shareholder Directors**” (and, each, a “**Majority Shareholder Director**”).

Rights of SO and CD to appoint and remove directors

- 17.4 Notwithstanding any other provision of these articles, from the Amendment Date and for so long as:

17.4.1 SO holds 5.72% of the total number of Ordinary Shares in issue, and subject to the Fit and Proper Requirement, SO shall be entitled (without prejudice to any other rights that he may have) from time to time by written notice to the Company to appoint to and remove from the Board as he may direct, one person as a director who shall be the “**SO Nominee**”, and to appoint and remove any replacements thereof; and

17.4.2 CD holds 4.28% of the total number of Ordinary Shares in issue, and subject to the Fit and Proper Requirement, CD shall be entitled (without prejudice to any other rights that he may have) from time to time by written notice to the Company to appoint to and remove from the Board as he may direct, one person as a director who shall be the “**CD Nominee**”, and to appoint and remove any replacements thereof,

provided that if either of SO or CD hold any Ordinary Shares, but neither of them hold such number of Ordinary Shares which would entitle either of them to appoint to and remove from the Board a Director pursuant to article 17.4.1 or 17.4.2 (as applicable), SO and CD shall, between them, be entitled (without prejudice to any other rights that they may have) from time to time by written notice to the Company to appoint to and remove from the Board as they may direct one person as a Director who shall be the “**SO and CD Nominee**”, and to appoint and remove any replacements thereof.

18. TERMINATION OF DIRECTOR’S APPOINTMENT

- 18.1 A person ceases to be a director as soon as:

18.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

18.1.2 a bankruptcy order is made against that person;

18.1.3 a composition is made with that person’s creditors generally in satisfaction of that person’s debts;

18.1.4 they become, in the opinion of a majority of their co-directors, physically or mentally incapable of discharging their duties as a director;

- 18.1.5 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;
- 18.1.6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- 18.1.7 they are otherwise duly removed from office, including in accordance with the terms of any Relevant Agreement.

19. DIRECTORS' REMUNERATION

- 19.1 Directors may undertake such services for the Company that the directors decide.
- 19.2 Directors are entitled to such remuneration as the Board determines:
 - 19.2.1 for their services to the Company as directors; and
 - 19.2.2 for any other service which they undertake for the Company.
- 19.3 Subject to these articles, a director's remuneration may:
 - 19.3.1 take any form; and
 - 19.3.2 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.
- 19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

20. DIRECTORS' EXPENSES

- 20.1 The Company may pay any reasonable expenses which the directors (and any alternate directors or company secretary) properly incur in connection with their attendance at:
 - 20.1.1 meetings of directors or committees of directors;
 - 20.1.2 general meetings; or
 - 20.1.3 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.

ALTERNATE DIRECTORS

21. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 21.1 Any director may appoint another director as his alternate for any specified meetings of the board by serving written notice of such appointment on the Company. Such replacement may exercise the votes of the director who has appointed him and such appointing Director may direct his replacement on how to exercise such votes.

PART 3
SHARES AND DISTRIBUTIONS

SHARES

22. PURCHASE OF OWN SHARES

- 22.1 The Company may purchase its own Shares (including redeemable Shares) in any manner permitted by the Companies Act 2006, including in accordance with section 692(1ZA).

23. DIFFERENT CLASSES OF SHARES

- 23.1 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 or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide.
- 23.2 The Company may issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such Shares.
- 23.3 The Company may by special resolution redesignate any Shares, subject, where required, to due compliance with the provisions of the Companies Act 2006 as to variation of class rights.

24. SHARE RIGHTS

- 24.1 The Ordinary Shares and the Deferred Shares shall constitute separate classes of shares.
- 24.2 The holders of the Ordinary Shares shall be entitled to receive notice of, attend and speak at any general meetings of the company and, subject to the provisions of the Companies Act 2006 and to any special rights or restrictions attached to any Ordinary Shares by or in accordance with these articles:
- 24.2.1 at a general meeting, every holder of such Ordinary Shares who (being an individual) is present in person or by proxy (whether by one or more proxies) or (being a corporation) is present by a duly authorised representative or by proxy (whether by one or more proxies) shall, on a show of hands, have one vote and, on a poll, have one vote for each such Ordinary Share of which they are the holder; and
- 24.2.2 on a vote on a written resolution, every holder of such Ordinary Shares shall have one vote in respect of each such Ordinary Share of which they are the holder.
- 24.3 The holders of any Deferred Shares shall not be entitled to receive notice of or to attend and vote at any general meeting of the company, nor shall any holder of Deferred Shares have a right of participation in the profits or distributions of the company at any time or on a liquidation or winding up in respect of their Deferred Shares.

25. PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES

- 25.1 The Company may pay any person a commission in consideration for that person:
- 25.1.1 subscribing, or agreeing to subscribe, for Shares; or
- 25.1.2 procuring, or agreeing to procure, subscription for Shares.
- 25.2 Any such commission may be paid:

- 25.2.1 in cash, or in fully paid or partly paid Shares or other securities, or partly in one way and partly in the other; and
- 25.2.2 in respect of a conditional or an absolute subscription.

26. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

- 26.1 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 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.

27. EXCLUSION OF STATUTORY PRE-EMPTION PROVISIONS

- 27.1 Sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities made by the Company.

28. ALTERATION OF SHARE CAPITAL

- 28.1 Where the Company sub-divides its Shares, or any of them, into Shares of a smaller amount, the resolution may determine that, as between the Shares resulting from the sub-division, any of them may have a preference or advantage as compared with others.
- 28.2 Where there has been a consolidation or division of Shares and, as a result, members are entitled to fractions of Shares, the directors may:
 - 28.2.1 sell the Shares representing the fractions to any person, including the Company, for the best price reasonably obtainable;
 - 28.2.2 authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser; and
 - 28.2.3 distribute the net proceeds of sale in due proportion among the holders of the Shares.
- 28.3 Where any holder's entitlement to a portion of the proceeds of sale under article 28.2 amounts to less than a minimum figure determined by the directors, that member's portion may be retained for the benefit of the Company.
- 28.4 The person to whom the Shares are transferred pursuant to article 28.2 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The transferee's title to the Shares is not affected by any irregularity in or invalidity of the proceedings leading or relating to their sale.

LIEN AND FORFEITURE

29. COMPANY'S LIEN OVER SHARES

- 29.1 The Company has a first and paramount lien (the "**company's lien**") over every Share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether they are the sole registered holder of the Share or one of several joint holders, for all monies payable by them (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future provided that the Company shall not have a lien on any Share that is charged or mortgaged by a member in favour of a bank, financial institution or other person on arm's length terms, and the remainder of this article 29 and article 30 shall not apply to any such Share.

- 29.2 The company's lien over a Share:
- 29.2.1 takes priority over any third party's interest in that Share; and
 - 29.2.2 extends to any dividend or other money payable by the company in respect of that Share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that Share.
- 29.3 The directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.
- 30. ENFORCEMENT OF THE COMPANY'S LIEN**
- 30.1 Subject to the provisions of this article 30, if:
- 30.1.1 a notice complying with article 30.2 (a "**lien enforcement notice**") has been given in respect of a Share; and
 - 30.1.2 the person to whom the notice was given has failed to comply with it,
- the Company may sell that Share in such manner as the directors decide.
- 30.2 A lien enforcement notice:
- 30.2.1 may only be given in respect of a Share which is subject to the Company's lien, and where a qualifying sum is payable and the due date for payment of that sum has passed;
 - 30.2.2 must specify the Share concerned;
 - 30.2.3 must require payment of the sum within 14 clear days of the notice;
 - 30.2.4 must be addressed either to the holder of the Share or to a transmittee of that holder; and
 - 30.2.5 must state the Company's intention to sell the Share if the notice is not complied with.
- 30.3 Where Shares are sold under this article 30:
- 30.3.1 the directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser; and
 - 30.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 30.4 The net proceeds of any such sale (after payment of the costs of sale and any other proceedings leading or relating to enforcement of the lien) must be applied:
- 30.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
 - 30.4.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable (whether immediately or at some time in the future) after the date of the lien enforcement notice.
- 30.5 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary and that a Share has been sold to satisfy the Company's lien on a specified date:

- 30.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- 30.5.2 subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the Share.

31. CALL NOTICES

- 31.1 Subject to these articles and the terms on which Shares are allotted, the directors may send a notice (a “**call notice**”) to a member who has not fully paid for that member’s Share(s) requiring the member to pay the Company a specified sum of money (a “**call**”) which is payable in respect of their Shares at the date when the directors decide to send the call notice.
- 31.2 A call notice:
 - 31.2.1 may not require a member to pay a call which exceeds the total sum unpaid on the Shares (whether as to nominal value or any amount payable to the Company by way of premium);
 - 31.2.2 must state when and how any call to which it relates is to be paid; and
 - 31.2.3 may permit or require the call to be made in instalments.
- 31.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 clear days have passed since the notice was sent.
- 31.4 Before the Company has received any call due under a call notice the directors may:
 - 31.4.1 revoke it wholly or in part; or
 - 31.4.2 specify a later time for payment than is specified in the notice,by a further notice in writing to the member in respect of whose Shares the call is made.
- 31.5 The directors may, if they think fit, receive from any member willing to advance them all or any part of the monies unpaid and uncalled upon the Shares held by that person and may pay interest upon the monies so advanced (to the extent such monies exceed the amount of the calls due and payable upon the Shares in respect of which they have been advanced) at such rate as the directors may determine. A payment in advance of calls shall extinguish, to the extent of it, the liability upon the Shares in respect of which it is advanced.

32. LIABILITY TO PAY CALLS

- 32.1 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.
- 32.2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.
- 32.3 Subject to the terms on which Shares are allotted, the directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them:
 - 32.3.1 to pay calls which are not the same; or
 - 32.3.2 to pay calls at different times.

33. WHEN CALL NOTICE NEED NOT BE ISSUED

33.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):

33.1.1 on allotment;

33.1.2 on the occurrence of a particular event; or

33.1.3 on a date fixed by or in accordance with the terms of issue.

33.2 If the due date for payment of such a sum referred to in article 33.1 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

34. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

34.1 If a person is liable to pay a call and fails to do so by the call payment date:

34.1.1 the directors may issue a notice of intended forfeiture to that person in accordance with article 35.1 (a “**notice of intended forfeiture**”); and

34.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.

34.2 For the purposes of article 34.1:

34.2.1 the “**call payment date**” is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case it is that later date; and

34.2.2 the “**relevant rate**” is:

(a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;

(b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

(c) if no rate is fixed in either of these ways, 5 per cent per annum.

provided that the relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

34.3 The directors may waive any obligation to pay interest on a call wholly or in part.

35. NOTICE OF INTENDED FORFEITURE

35.1 A notice of intended forfeiture:

35.1.1 may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;

35.1.2 must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder;

- 35.1.3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice;
- 35.1.4 must state how the payment is to be made; and
- 35.1.5 must state that, if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

36. DIRECTORS' POWER TO FORFEIT SHARES

- 36.1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any Share in respect of which it was given is forfeited (such Share being a "**forfeited Share**"), and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

37. EFFECT OF FORFEITURE

- 37.1 Subject to these articles, the forfeiture of a Share pursuant to these articles extinguishes:
 - 37.1.1 all interests in that Share, and all claims and demands against the Company in respect of it; and
 - 37.1.2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 37.2 Any Share which is forfeited in accordance with these articles:
 - 37.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
 - 37.2.2 is deemed to be the property of the Company; and
 - 37.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 37.3 If a person's Shares have been forfeited in accordance with these articles:
 - 37.3.1 the Company must send that person notice that forfeiture has occurred and record it in the register of members;
 - 37.3.2 that person ceases to be a member in respect of those Shares;
 - 37.3.3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
 - 37.3.4 that person remains liable to the Company for all sums payable by that person under these articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 37.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 37.4 At any time before the Company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit.

38. PROCEDURE FOLLOWING FORFEITURE

- 38.1 If a forfeited Share is to be disposed of by being Transferred, the Company may receive the consideration for the Transfer and the directors may authorise any person to execute the instrument of transfer.
- 38.2 A statutory declaration by a director or the Company secretary that the declarant is a director or the Company secretary and that a Share has been forfeited on a specified date:
- 38.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 38.2.2 subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the Share.
- 38.3 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the proceedings leading or relating to the forfeiture or transfer of the Share.
- 38.4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:
- 38.4.1 was, or would have become, payable; and
 - 38.4.2 had not, when that share was forfeited, been paid by that person in respect of that Share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

39. SURRENDER OF SHARES

- 39.1 A member may surrender any Share:
- 39.1.1 in respect of which the directors may issue a notice of intended forfeiture;
 - 39.1.2 which the directors may forfeit; or
 - 39.1.3 which is a forfeited Share.
- 39.2 The directors may accept the surrender of any such Share.
- 39.3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share.
- 39.4 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

40. SHARE CERTIFICATES

- 40.1 The Company must issue each member, free of charge, with one or more certificates in respect of the Shares which that member holds.
- 40.2 Every certificate in respect of Shares must specify:
- 40.2.1 in respect of how many Shares, of what class, it is issued;
 - 40.2.2 the nominal value of those Shares;
 - 40.2.3 the amount paid up on them; and
 - 40.2.4 any distinguishing numbers assigned to them.

- 40.3 No certificate may be issued in respect of Shares of more than one class.
- 40.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 40.5 Certificates must:
 - 40.5.1 have affixed to them the Company's common seal; or
 - 40.5.2 be otherwise executed in accordance with the Companies Act 2006.
- 40.6 The directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate, or that certificates need not be signed.

41. REPLACEMENT SHARE CERTIFICATES

- 41.1 If a certificate issued in respect of a member's Shares is:
 - 41.1.1 damaged or defaced; or
 - 41.1.2 said to be lost, stolen or destroyed,that member is entitled to be issued with a replacement certificate in respect of the same Shares.
- 41.2 A member exercising the right to be issued with such a replacement certificate:
 - 41.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 41.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - 41.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

42. CONSOLIDATED SHARE CERTIFICATES

- 42.1 When a member's holding of Shares of a particular class increases, the Company may issue that member with:
 - 42.1.1 a single, consolidated certificate in respect of all the Shares of a particular class which that member holds; or
 - 42.1.2 a separate certificate in respect of only those Shares by which that member's holding has increased.
- 42.2 When a member's holding of Shares of a particular class is reduced, the Company must ensure that the member is issued with one or more certificates in respect of the number of Shares held by the member after that reduction. But the Company need not (in the absence of a request from the member) issue any new certificate if:
 - 42.2.1 all the Shares which the member no longer holds as a result of the reduction; and
 - 42.2.2 none of the Shares which the member retains following the reduction,were, immediately before the reduction, represented by the same certificate.
- 42.3 A member may request the Company, in writing, to replace:
 - 42.3.1 the member's separate certificates for Shares with a consolidated certificate; or

- 42.3.2 the member's consolidated certificate for Shares with two or more separate certificates representing such proportion of the Shares as the member may specify.
- 42.4 When the Company complies with a request pursuant to article 41.3 it may charge such reasonable fee as the directors may decide for doing so.
- 42.5 A consolidated certificate in respect of Shares must not be issued unless any certificates which it is to replace have first been returned to the Company for cancellation.
- 43. SHARE TRANSFERS**
- 43.1 No Shareholder shall Transfer any Shares, unless such Transfer is required or permitted pursuant to, and in each case carried out in accordance with, the provisions of any Relevant Agreement and these articles.
- 43.2 The Shareholders shall procure that the Company and the Company shall:
- 43.2.1 register any Transfer of Shares required or permitted pursuant to, and in each case carried out in accordance with, the provisions of any Relevant Agreement and the articles; and
- 43.2.2 not register a Transfer of Shares unless such Transfer of Shares is required or permitted pursuant to, and in each case carried out in accordance with, the provisions of any Relevant Agreement and these articles, and each Shareholder shall provide the Company with such information as the Company may reasonably require for the purposes of determining whether a Transfer of Shares is required or permitted.
- 43.3 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 the shares are not fully paid, the transferee.
- 43.4 No fee may be charged by the Company for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- 43.5 The Company may retain any instrument of transfer of any Share which is registered.
- 43.6 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 43.7 Subject to these articles and any Relevant Agreement, the directors may in their absolute discretion refuse to register the Transfer of a Share, whether or not it is fully paid and, if they do so, they shall within two months of the date on which the Transfer was lodged send the transferee notice of refusal together with their reasons for refusal and, unless they suspect that the proposed Transfer is fraudulent, the instrument of transfer.
- 43.8 Notwithstanding anything to the contrary contained in these articles, the directors shall not decline to register the Transfer of a Share (whether or not it is a fully paid Share):
- 43.8.1 to any bank, financial institution or other person in whose favour any such Share is charged or mortgaged by a member by way of security (a "**secured party**") or that secured party's nominee; or
- 43.8.2 delivered to the Company for registration by a secured party or its nominee in order to perfect its security over any such Share; or
- 43.8.3 executed by a secured party or its nominee pursuant to a power of sale or other powers conferred by or pursuant to such security or by law,

and may not suspend the registration of any such Transfer and, notwithstanding anything to the contrary in these articles, no transferor or proposed transferor of any such Share to a secured party, and no secured party, shall in respect of any such Transfer be required to offer any such Share to any other member and no member shall have any right under these articles to require any such share to be transferred to that member, whether for any valuable consideration or otherwise.

43.9 A person entitled to a Share in consequence of the bankruptcy of a Shareholder (a “**seller**”) shall be deemed to have given a transfer notice (a “**transfer notice**”) in respect of that Share (a “**transfer share**” or if more than one “**transfer shares**”) at a time determined by the directors.

43.10 A transfer notice deemed to have been given under article 43.9, will be treated as having specified that:

43.10.1 the transfer price (“**transfer price**”) for the transfer Shares which are the subject of the transfer notice will be as agreed between the Board and the seller, or, failing agreement within five business days after the date on which the Board becomes aware that a transfer notice has been deemed to have been given pursuant to article 43.9, will be 85% of the market value of such transfer Shares (market value for such purposes being as defined in any Relevant Agreement where in all cases the date on which the market value of the transfer Shares shall be determined shall be the date the Board became aware that a transfer notice had been deemed to have been given in respect of such transfer Shares);

43.10.2 it does not include any condition on the transfer of such transfer Share; and

43.10.3 the seller of such transfer Share wishes to transfer all of the Shares held by it.

43.11 Any Shares transferred pursuant to a transfer notice 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:

43.11.1 the transferor of such Share; and

43.11.2 (if any of the Shares is partly or nil paid) the transferee of such Share.

43.12 Except with Majority Shareholder consent or as otherwise specified in these articles, no transfer notice once given or deemed to have been given under these articles may be withdrawn.

43.13 A transfer notice constitutes the Company as the agent of the transferor for the sale of the transfer Shares at the transfer price.

43.14 As soon as practicable following the later of:

43.14.1 receipt of a transfer notice; and

43.14.2 in the case where the transfer price has not been agreed, the determination of the transfer price under article 43.10.1,

the Board shall offer the transfer Shares which are the subject of the transfer notice for sale to the Shareholders in the manner set out in articles 43.16 and 43.17. Each offer must be in writing and give details of the number and transfer price of the transfer Shares offered.

Transfers: Offer

43.15 The Board shall offer the transfer Shares to all Shareholders other than the seller (the “**Continuing Shareholders**”) pari passu to their holding of the class of Shares inviting them to apply in writing within the period from the date of the offer to the date 10 business days after the offer (inclusive) (the “**Offer Period**”) for the maximum number of Shares they wish to buy.

- 43.16 If, at the end of the Offer Period, the number of transfer Shares applied for is equal to or exceeds the number of transfer Shares, the Board shall allocate the transfer Shares to each Continuing Shareholder who has applied for transfer Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by those Continuing Shareholders who have applied for transfer Shares which procedure shall be repeated until all transfer Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of transfer Shares which he has stated he is willing to buy.
- 43.17 If, at the end of the Offer Period, the number of transfer Shares applied for is less than the number of transfer Shares, the Board shall allocate the balance of any Shares as directed by the Majority Shareholder.

Completion of transfer of transfer Shares

- 43.18 The Board shall, when no further offers are required to be made under Article 43.16 give written notice of allocation (an “**Allocation Notice**”) to the seller and each Shareholder to whom transfer Shares have been allocated (an “**Applicant**”) specifying the number of transfer Shares allocated to each Applicant and the place and time (being not less than five business days nor more than 20 business days after the date of the Allocation Notice) for completion of the transfer of the transfer Shares.
- 43.19 Upon service of an Allocation Notice, the seller must, against payment of the transfer price, transfer the transfer Shares in accordance with the requirements specified in it.
- 43.20 If the seller fails to comply with the provisions of Article 43.19:
- 43.20.1 the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the seller:
 - 43.20.2 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant transfer Shares to the Applicants;
 - 43.20.3 receive the transfer price and give a good discharge for it;
 - 43.20.4 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the transfer Shares purchased by them; and
 - 43.20.5 the Company shall pay the transfer price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the transfer price on trust for the seller until he has delivered to the Company his certificate or certificates for the relevant transfer Shares (or an indemnity for lost certificate in a form acceptable to the Board).

44. TRANSMISSION OF SHARES

- 44.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.
- 44.2 Nothing in these articles releases the estate of a deceased member from any liability in respect of a Share solely or jointly held by that member.
- 44.3 A transmittee who produces such evidence of entitlement to Shares as the directors may properly require:
- 44.3.1 may, subject to these articles, choose either to become the holder of those Shares or to have them transferred to another person; and

44.3.2 subject to these articles, and pending any transfer of the Shares to another person, has the same rights as the holder had.

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

45. EXERCISE OF TRANSMITTEES' RIGHTS

45.1 Transmittes who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.

45.2 If the transmittes wishes to have a Share transferred to another person, the transmittes must execute an instrument of transfer in respect of it.

45.3 Any notice or Transfer given or executed under this article is to be treated as if it were made or executed by the person from whom the transmittes has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred, and so that the notice or Transfer is treated in the same way under these articles as a Transfer executed by that person.

45.4 The directors may at any time give notice to the transmittes requiring them to elect either to become a holder of the Shares or to Transfer the Shares to another person and, if the notice is not complied with within 60 days from the date of the notice, the directors may withhold payment of all dividends and other monies payable in respect of the Shares until the transmittes complies with the notice.

DIVIDENDS AND OTHER DISTRIBUTIONS

46. PROCEDURE FOR DECLARING DIVIDENDS

46.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

46.2 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.

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

46.4 Unless the members' 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 member's holding of Shares on the date of the resolution or decision to declare or pay it.

46.5 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.

46.6 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.

46.7 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.

47. CALCULATION AND CURRENCY OF DIVIDENDS

47.1 Except as otherwise provided by these articles or the rights attached to Shares, all dividends must be:

47.1.1 declared or paid according to the amounts paid up (excluding share premium) on the Shares on which the dividend is paid; and

47.1.2 apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid,

and any dividends or other monies payable on or in respect of any Share may be declared in any currency or currencies, and paid in the same currency or currencies or in any other currency or currencies, as the directors may determine, using where required such basis of conversion (including the rate and timing of conversion) as the directors decide.

47.2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.

47.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount.

48. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

48.1 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:

48.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

48.1.2 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 may otherwise decide;

48.1.3 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 may otherwise decide; or

48.1.4 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.

48.2 In these articles, "**the distribution recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:

48.2.1 the holder of the Share; or

48.2.2 if the Share has two or more joint holders, whichever of them is named first in the register of members; or

48.2.3 if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

49. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

49.1 If:

49.1.1 a Share is subject to the company's lien; and

49.1.2 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.

49.2 Money deducted pursuant to article 49.1 must be used to pay any of the sums payable in respect of that Share.

49.3 The Company must notify the distribution recipient in writing of:

49.3.1 the fact and amount of any such deduction;

49.3.2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and

49.3.3 how the money deducted has been applied.

50. NO INTEREST ON DISTRIBUTIONS

50.1 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

50.1.1 the terms on which the Share was issued; or

50.1.2 the provisions of another agreement between the holder of that Share and the Company.

51. UNCLAIMED DISTRIBUTIONS

51.1 All dividends or other sums which are:

51.1.1 payable in respect of Shares; and

51.1.2 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.

51.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

51.3 If:

51.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

51.3.2 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.

52. NON-CASH DISTRIBUTIONS

52.1 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 shares or other securities in any Company).

52.2 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:

52.2.1 fixing the value of any assets;

52.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

52.2.3 vesting any assets in trustees.

53. WAIVER OF DISTRIBUTIONS

53.1 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:

53.1.1 the Share has more than one holder; or

53.1.2 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.

54. DISTRIBUTION IN SPECIE ON WINDING UP

54.1 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, 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 shall be carried out as between the members or different classes of members. The liquidator may, with such sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with such sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

CAPITALISATION OF PROFITS

55. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

55.1 Subject to these articles, the directors may, if they are so authorised by an ordinary resolution:

55.1.1 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 fund or reserve, including the share premium account, capital redemption reserve, merger reserve, redenomination reserve or revaluation reserve; and

55.1.2 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.

55.2 Any capitalised sum must be applied:

55.2.1 on behalf of the persons entitled; and

55.2.2 in the same proportions as a dividend would have been distributed to such persons,

and the Company shall for the purposes of this article 55.2 be deemed to be such a member in relation to any Shares held as treasury shares which, if not so held, would have ranked for any such distribution by way of dividend, but only insofar as the appropriated sum is to be applied in paying up in full Shares of the Company.

- 55.3 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.
- 55.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
- 55.4.1 in or towards paying up any amounts unpaid on existing Shares held by the persons entitled; or
 - 55.4.2 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.
- 55.5 Subject to these articles, the directors may:
- 55.5.1 apply capitalised sums in accordance with articles 55.3 and 55.4 partly in one way and partly in another;
 - 55.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - 55.5.3 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

56. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 56.1 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.
- 56.2 A person is able to exercise the right to vote at a general meeting when:
- 56.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 56.2.2 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.
- 56.3 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.
- 56.4 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.
- 56.5 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.

57. NOTICE FOR GENERAL MEETINGS

- 57.1 A minimum of ten business days' (or such shorter period as the directors may direct, acting reasonably) notice of each general meeting of the Company, accompanied by a note of the venue for such meeting and an agenda (as well a board pack containing copies of any documents specified to be considered at such meeting in such agenda) of the business to be transacted shall be given to all the holders of Ordinary Shares.

58. QUORUM FOR GENERAL MEETINGS

- 58.1 No business shall be transacted at any meeting of the Shareholders of the Company unless a quorum of Shareholders is present at the time when the meeting proceeds to business and remains present during the transaction of the business.
- 58.2 The quorum of any meeting of the Company shall be the presence of a representative of each Shareholder that is entitled to appoint a director, provided always that if a quorum is not constituted within half an hour from the time appointed for such meeting, the meeting shall be adjourned for five business days' notice, whereupon the quorum for such reconvened meeting shall require only a representative of the Majority Shareholder.

59. CHAIRING GENERAL MEETINGS

- 59.1 If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.
- 59.2 If the directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 59.2.1 the directors present; or
- 59.2.2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- 59.3 The person chairing a meeting in accordance with this article is referred to as "**the chair of the meeting**".
- 59.4 The chair of the meeting shall not be entitled in any circumstances to a second or casting vote in addition to any other vote he may have.

60. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 60.1 Directors may attend and speak at general meetings, whether or not they are members.
- 60.2 The chair of the meeting may permit other persons who are not:
- 60.2.1 members; or
- 60.2.2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

61. ADJOURNMENT

- 61.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 61.1.1 the meeting consents to an adjournment; or

- 61.1.2 it appears to the chair 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.
- 61.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 61.3 When adjourning a general meeting, the chair of the meeting must:
 - 61.3.1 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
 - 61.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 61.4 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

62. VOTING: GENERAL

- 62.1 Subject to applicable law, questions arising at any meeting of the Company shall be decided by a majority of the votes cast, on a poll.
- 62.2 Each Ordinary Share shall confer on any holder thereof (in that capacity):
 - 62.2.1 the right to receive notice of and attend and speak at any general meeting of the Company; and
 - 62.2.2 the right to vote on any resolution or written resolution of the Company, such that each holder of Ordinary Shares:
 - (a) that is present in person or by proxy or corporate representative at a general meeting of the Company shall (in that capacity) be entitled on a poll to one vote per Ordinary Share held; and
 - (b) shall be entitled to one vote per Ordinary Share held in respect of any written resolution of the Company.
- 62.3 The chairman of any meeting of the Company shall not be entitled in any circumstances to a second or casting vote in addition to any other vote he may have.

63. ERRORS AND DISPUTES

- 63.1 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.
- 63.2 Any such objection must be referred to the chair of the meeting, whose decision is final.

64. CONTENT OF PROXY NOTICES

- 64.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:
 - 64.1.1 states the name and address of the member appointing the proxy;
 - 64.1.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;

- 64.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 64.1.4 is delivered to the Company in accordance with these articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).
- 64.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 64.3 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, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
- 64.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that, if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:
 - 64.4.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or
 - 64.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution,
 the proxy is entitled to one vote for and one vote against the resolution.
- 64.5 Unless a proxy notice indicates otherwise, it must be treated as:
 - 64.5.1 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
 - 64.5.2 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.

65. DELIVERY OF PROXY NOTICES

- 65.1 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.
- 65.2 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.
- 65.3 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.
- 65.4 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.

66. AMENDMENTS TO RESOLUTIONS

- 66.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 66.1.1 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 chair of the meeting may determine); and
 - 66.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 66.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 66.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 66.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 66.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

APPLICATION OF RULES TO CLASS MEETINGS

67. CLASS MEETINGS

- 67.1 The provisions of these articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of Shares.

PART 5

ADMINISTRATIVE ARRANGEMENTS

68. MEANS OF COMMUNICATION TO BE USED

- 68.1 Subject to these articles, any notice given or document sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 68.2 Except insofar as the Companies Acts require otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including for the purpose of authentication) as the directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 68.3 In the case of joint holders of a Share, except insofar as these articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders.

- 68.4 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the Company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 68.5 A member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to them shall be entitled to have such things served on or delivered to them at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the Company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 68.6 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.
- 68.7 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 24 hours.
- 68.8 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before their name is entered in the register of members, has been given to the person from whom their title is derived.

69. INFORMATION SENT BY THE COMPANY

- 69.1 Any document or information sent or supplied by the Company shall be deemed (subject to article 68.7) to have been received by the intended recipient:
- 69.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
 - 69.1.2 where (without prejudice to article 68.5) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
 - 69.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was delivered;
 - 69.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent

and proof that it was sent in accordance with guidance issued by the Chartered Governance Institute shall be conclusive evidence that it was sent;

- 69.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

70. COMPANY SEALS

- 70.1 Any common seal may only be used by the authority of the directors.
- 70.2 The directors may decide by what means and in what form any common seal is to be used.
- 70.3 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.
- 70.4 For the purposes of this article, an authorised person is:
- 70.4.1 any director of the Company;
 - 70.4.2 the Company secretary (if any); or
 - 70.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

71. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 71.1 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 member.

72. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

- 72.1 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.

73. SECRETARY

- 73.1 Subject to the Companies Act 2006, the directors may appoint a Company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit; and any Company secretary (or joint secretary) so appointed may be removed by the directors. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

DIRECTORS' INDEMNITY AND INSURANCE

74. INDEMNITY

- 74.1 Subject to article 74.2 (but without prejudice to any indemnity to which a relevant officer is otherwise entitled):
- 74.1.1 a relevant officer may be indemnified out of the Company's assets to whatever extent the directors may determine against:

- (a) any liability incurred by such relevant officer in connection with the activities of the Company, or any group undertaking, in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
- (b) any other liability incurred by such relevant officer as an officer of the Company or of any Group Company which such relevant officer may sustain or incur in the actual or purported execution and/or discharge of their duties; and

74.1.2 the Company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by the relevant officer in relation to the Company or any group undertaking, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

74.2 This article does not authorise any indemnity that would be prohibited or rendered void in whole or in part by any provision of the Companies Acts or by any other provision of law.

75. INSURANCE

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

75.2 In this article, a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer’s duties or powers in relation to the Company, any group undertaking or any pension fund or employees’ share scheme of the Company or of any group undertaking.

COMPANY NO. 09144818

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
SO ENERGY LIMITED
PRELIMINARY

1. EXCLUSION OF OTHER REGULATIONS

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies apply as regulations or articles of the Company.

2. INTERPRETATION

2.1 In these Articles, unless the context requires otherwise:

“**Act**” means the Companies Act 2006;

“**acting in concert**” has the meaning given to that term in the City Code on Takeovers and Mergers;

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

“**Affiliate**” means, in relation to a company, any subsidiary of that company, any holding company of that company, any other subsidiary of any such holding company and any company over which that company or any such holding company has control;

“**Amendment Date**” means _____;

“**appointor**”, in relation to an alternate Director, means the Director who has appointed him as his alternate;

“**Articles**” means the Company’s articles of association as altered from time to time;

“**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 of the Company from time to time;

“**Business Day**” means a day which is not a Saturday, Sunday or public holiday in England and Wales;

“**capitalised sum**” has the meaning given in Article 49.1;

“**CD**” means Charles Davies;

“**CD Nominee**” has the meaning given in Article 22.4.2;

“**Chairman**” has the meaning given in Article 12;

“**chairman of the meeting**” means the person chairing a general meeting of the Company in accordance with Article 55;

“clear days’ notice”, in relation to the period of notice required of a meeting, means a period of the length specified excluding the day on which the notice is given or deemed to be given and the day of the meeting;

“committee” means a committee appointed by the Directors in accordance with these Articles;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

“Company” means SO Energy Limited, a company incorporated in England and Wales under registered number 09144818;

“Completion” means 26 August 2021;

“Conflicted Director” has the meaning given in Article 17.1;

“conflict of interest” includes a conflict of interest and duty and a conflict of duties;

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

“Disposal” mean, in relation to a Share:

- (a) selling, assigning, transferring, or otherwise disposing of that Share or any legal or beneficial interest in that Share or granting any option or other right over that Share or any legal or beneficial interest in that Share;
- (b) creating or allowing to arise or permitting to subsist any Encumbrance over that Share or any legal or beneficial interest in that Share;
- (c) creating any trust or conferring any interest over that Share or any legal or beneficial interest in that Share;
- (d) entering into any agreement, arrangement or understanding in respect of the voting or any other rights attached to that Share;
- (e) renouncing or assigning any right to subscribe or receive that Share or any legal or beneficial interest in that Share; and
- (f) entering into any agreement (whether or not subject to any condition precedent or subsequent) to do any of the foregoing,

and references to **“dispose(s) of”** shall, in relation to a Share, be construed accordingly;

“distribution recipient” has the meaning given in Article 43.2;

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

“electronic form” and **“electronic means”** have the meanings given in section 1168 of the Act;

“Encumbrance” means any claim, charge, mortgage, pledge, hypothecation, retention of title, lien, equity, option, power of sale, right of pre-emption, right of first refusal or any other third party right or security interest of whatsoever nature or any agreement, arrangement, obligation or commitment to create any of the foregoing;

“equity securities” has the meaning given in section 560(1) of the Act;

“ESB” means ESB Retail GB Limited, a company incorporated in England and Wales with registered number 13562261 whose registered office is at Tricor Suite, 4th Floor, 50 Mark Lane, London, United Kingdom, EC3R 7QR;

“ESB Majority Shareholder” means any ESB Shareholder holding (together with its associates from time to time) the majority by number of the ESB Ordinary Shares (or if no ESB Shareholder (together with its associates from time to time) holds such majority, the ESB Shareholder holding (together with its associates from time to time) the largest number of ESB Ordinary Shares, provided that if there are two or more ESB Shareholders which (together with their respective associates) each hold the largest number of ESB Ordinary Shares where the ESB Parent or one of its associates is one such ESB Shareholder, the ESB Parent shall be deemed to be the ESB Majority Shareholder);

“ESB Majority Shareholder Director” has the meaning given in Article 22.3;

“ESB Minority Shareholder” means any ESB Shareholder that is not the ESB Majority Shareholder;

“ESB Minority Shareholder Directors” means any Director appointed by an ESB Minority Shareholder pursuant to Articles 22.2 or 22.4, and, for the avoidance of doubt, shall include any SO Nominee appointed as a Director, any CD Nominee appointed as a Director and any SO and CD Nominee appointed as a Director from time to time (and **“ESB Minority Shareholder Director”** shall be construed accordingly);

“ESB Ordinary Shares” means the ordinary shares of £0.0000625 each in the capital of ESB;

“ESB Parent” means ESB Group (UK) Limited;

“ESB Shareholders” means the holders of ESB Shares;

“ESB Shares” means shares of whatever class in the capital of ESB;

“Fit and Proper Requirement” means the obligations set out in Condition 4C of the gas and electricity supply licences issued under the Gas Act 1986 and the Electricity Act 1989 respectively;

“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 in relation to a company, that company, and wholly-owned subsidiary of that company and, if that company is a wholly-owned subsidiary of any other company, that other company and any other wholly-owned subsidiary of that other company;

“hard copy form” has the meaning given in section 1168 of the Act;

“holder”, in relation to a Share, means the person whose name is entered in the Register as the holder of that Share;

“holding company” has the meaning given in section 1159 of the Act; **“instrument”** means a document in hard copy form;

“Lock-in Expiry Date” means the fifth anniversary of Completion;

“ordinary resolution” has the meaning given in section 282 of the Act;

“paid” means paid or credited as paid;

“participate”, in relation to a Directors’ meeting, has the meaning given in Article 10;

“persons entitled” has the meaning given in Article 49.1;

“proxy notice” has the meaning given in Article 63;

“Register” means the register of members of the Company;

“**Relevant Director**” has the meaning given in Article 74.3;

“**Relevant Loss**” has the meaning given in Article 75.2;

“**Secretary**” means the person (if any) appointed as the secretary of the Company in accordance with Article 70.1;

“**Share**” means an ordinary share of £0.0000625 in the capital of the Company;

“**Shareholder**” means a person who is a holder of a Share;

“**SO**” means Simon Oscroft;

“**SO and CD Nominee**” has the meaning given in article 22.4;

“**SO Nominee**” has the meaning given in Article 22.4.1;

“**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; and

“**writing**” 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, and “**written**” has a corresponding meaning.

2.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act as in force on the date when these Articles become binding on the Company have the same meanings in these Articles.

2.3 A reference in these Articles to a statute or statutory provision is a reference to that statute or statutory provision as modified, re-enacted or consolidated from time to time and includes any subordinate legislation made from time to time under that statute or statutory provision.

2.4 In these Articles:

2.4.1 words in the singular include the plural and vice versa;

2.4.2 words importing one gender include all genders;

2.4.3 a reference to a person includes a body corporate and an unincorporated body of persons;

2.4.4 the words “**include(s)**”, “**including**” and “**in particular**” and words of similar effect are not to be deemed to limit the general effect of the words which precede them;

2.4.5 a reference to a “**meeting**” is not to be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person; and

2.4.6 a reference to an Article by number is to the relevant numbered paragraph of these Articles.

2.5 A special resolution is effective for any purpose for which an ordinary resolution is expressed to be required under these Articles.

2.6 The headings in these Articles are inserted for convenience only and do not affect the construction of these Articles.

3. LIABILITY OF SHAREHOLDER

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

DIRECTORS' POWERS AND RESPONSIBILITIES

4. DIRECTORS' GENERAL AUTHORITY

- 4.1 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.

5. SHAREHOLDER'S RESERVE POWER

- 5.1 The Shareholder 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. DELEGATION OF DIRECTORS' POWERS

- 6.1 Subject to these Articles, the Directors may delegate any of the powers or discretions which are conferred on them under these Articles:
- 6.1.1 to such person (who must be a Director);
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and conditions,
- as they think fit.
- 6.2 If the Directors so specify, any such delegation may authorise further delegation of any of the Directors' powers or discretions by any person or committee to whom they are delegated.
- 6.3 The Directors may revoke any delegation in whole or in part or alter its terms and conditions.
- 6.4 Any reference in these Articles to the exercise of a power or discretion by the Directors is to be construed as if it included a reference to the exercise of such power or discretion by any person or committee to whom it has been delegated.

DECISION-MAKING BY DIRECTORS

7. DECISIONS OF THE DIRECTORS

- 7.1 The general rule about decision-making by Directors is that any decision of the Directors must be either:
- 7.1.1 a decision taken at a Directors' meeting; or
 - 7.1.2 a decision taken in the form of a Directors' written resolution.
- 7.2 If and for so long as the number of Directors is less than the number fixed by or determined in accordance with these Articles as:
- 7.2.1 the minimum number of Directors; or

7.2.2 the quorum for the transaction of business at a Directors' meeting,

the Directors or Director in office may act for the purpose of calling a general meeting so as to enable the Shareholder to make such appointment or appointments but must not act for any other purpose or take any other decision.

8. FREQUENCY OF DIRECTORS' MEETING

8.1 Meetings of the Directors must be held at least six times each year at such intervals as may be appropriate.

9. CALLING DIRECTORS' MEETINGS

9.1 Any Director may call a Directors' meeting and the Secretary (if any) must call a Directors' meeting if a Director so requests.

9.2 Notice of any meeting of the Board (which may be given by e-mail) shall be sent to all Directors not less than ten Business Days prior to the proposed date for such meeting (unless circumstances reasonably require a shorter period, as determined by the Board), accompanied by a written agenda specifying the business of such meeting in reasonable detail along with all relevant papers and documents to be considered at such meeting. Other than with the consent of all Directors present at the meeting, only those matters included on the written agenda may be discussed at such meeting.

9.3 Notice of a Directors' meeting must be given in writing.

9.4 Subject to Article 9.5, notice of a Directors' meeting must be given to each Director.

9.5 Any Director may waive his entitlement to notice of a Directors' meeting either prospectively or retrospectively and any retrospective waiver does not affect the validity of the meeting or of any business conducted at it.

10. PARTICIPATING IN DIRECTORS' MEETINGS

10.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

10.1.1 the meeting has been called and takes place in accordance with these Articles, and

10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

10.3 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.

11. QUORUM FOR DIRECTORS' MEETINGS

11.1 The quorum necessary for the transaction of any business of the Board shall be two ESB Majority Shareholder Directors (or one ESB Majority Shareholder Director if the ESB Majority Shareholder Director has only appointed one ESB Majority Shareholder Director).

11.2 If a quorum is not present at a meeting of the Board the meeting shall be reconvened. At least five business days' notice of the reconvened meeting will be given (including notice of the business to be considered at the reconvened meeting, which shall be limited to the matters on the agenda

at the first convened meeting). At the reconvened meeting the quorum necessary for the transaction of any business of the Board shall be two ESB Majority Shareholder Directors.

12. CHAIRING DIRECTORS' MEETINGS

- 12.1 The ESB Majority Shareholder from time to time may nominate any Director to act as Chairman (the “**Chairman**”). The Chairman shall chair Directors’ meetings and shall have a casting vote.

13. VOTING AT DIRECTORS' MEETINGS

- 13.1 Subject to these Articles and any Relevant Agreement:
- 13.1.1 a decision is taken at a Directors’ meeting by a majority of the votes of the Directors who are participating in the meeting; and
 - 13.1.2 each Director participating in a Directors’ meeting has one vote.
- 13.2 Prior to the Lock-in Expiry Date, regardless of the number of ESB Majority Shareholder Directors present at any such Board meeting, the ESB Majority Shareholder Directors present shall have such number of votes between them as is equal to the number of Directors the ESB Majority Shareholder is entitled to appoint from time to time pursuant to Article 22.2 (and for the avoidance of doubt if only one ESB Majority Shareholder Director is present at such Board meeting, such ESB Majority Shareholder Director shall have such number of votes).
- 13.3 If at any Directors’ meeting the number of votes for and against a proposal is equal, the Chairman shall have a casting vote.

14. DIRECTORS' WRITTEN RESOLUTIONS

- 14.1 Any Director may propose a Directors’ written resolution. The Secretary (if any) must propose a Directors’ written resolution if a Director so requests.
- 14.2 A Directors’ written resolution is proposed by giving written notice of the proposed resolution to the Directors.
- 14.3 A Directors’ written resolution is adopted when all the Directors who would have been entitled to vote on the resolution had it been proposed at a Directors’ meeting (and whose vote would have been counted) have:
- 14.3.1 signed one or more copies of it; or
 - 14.3.2 otherwise indicated their agreement to it in writing,
- provided that those Directors would have formed a quorum at such a meeting.
- 14.4 Once a Directors’ written resolution has been adopted, it must be treated as if it were a decision taken at a Directors’ meeting in accordance with these Articles.

15. RECORD OF DIRECTORS' DECISIONS

- 15.1 The Directors must ensure that the Company keeps a written record, for at least 10 years from the date of the decision recorded, of every:
- 15.1.1 decision of the Directors taken at a Directors’ meeting; and
 - 15.1.2 decision of the Directors taken in the form of a Directors’ written resolution.

16. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these 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.

DIRECTORS' INTERESTS

17. AUTHORISATION OF CONFLICTS OF INTEREST

- 17.1 The Directors may, subject to the provisions of these Articles, authorise any matter proposed to them which would, if not so authorised, involve a Director (a "**Conflicted Director**") breaching his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
- 17.2 At a Directors' meeting at which authorisation of a matter under Article 17.1 is considered:
- 17.2.1 neither the Conflicted Director nor any other Director having an interest in the relevant matter may be counted as participating in the meeting for the purposes of the quorum requirement; and
 - 17.2.2 neither the Conflicted Director nor any other Director having an interest in the relevant matter is entitled to vote on the matter and, if the Conflicted Director or any other Director having such an interest does vote, his vote must not be counted.
- 17.3 Where the Directors authorise a matter under Article 17.1, the Directors may:
- 17.3.1 (whether at the time of giving the authorisation or subsequently) make the authorisation subject to any terms or conditions (including of a kind described in Article 19.1); and
 - 17.3.2 withdraw the authorisation or vary any terms or conditions to which the authorisation is subject at any time.

18. PERMITTED INTERESTS

- 18.1 Subject to compliance with Article 18.2, a Director, notwithstanding his office, may:
- 18.1.1 be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
 - 18.1.2 hold any other office or place of profit under the Company (except that of auditor) in conjunction with his office of Director and may act, directly or through a body corporate or firm with which he is associated, in a professional capacity for the Company (otherwise than as auditor), in any such case on such terms as to remuneration and otherwise as the Directors may decide; and
 - 18.1.3 be a director, officer or employee of, or otherwise interested in, any holding company or subsidiary of the Company or any other body corporate or firm in which the Company is directly or indirectly interested,
- and no authorisation under Article 17.1 is necessary in respect of any such interest as is referred to in this Article 18.1.
- 18.2 Subject to Article 18.3:
- 18.2.1 in the case of an interest permitted by Article 18.1 which is an interest in a proposed or existing transaction or arrangement with the Company, the interested Director must declare the nature and extent of his interest to the other Directors in a manner and at such time or times as complies with the Companies Acts; and

18.2.2 in the case of any other interest permitted by Article 18.1, the interested Director must declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable. Any such declaration must be made at a Directors' meeting or by a notice in writing sent to the other Directors or in such other manner as the Directors may determine.

18.3 A Director need not declare an interest under Article 18.2:

18.3.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

18.3.2 of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question (and, for this purpose, a Director is treated as aware of matters of which he ought reasonably to be aware);

18.3.3 if, or to the extent that, the other Directors are already aware of it (and, for this purpose, the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

18.3.4 if, or to the extent that, it concerns terms of his service agreement that have been or are to be considered by a meeting of the Directors or by a committee appointed for this purpose under these Articles.

19. CONFLICTS OF INTEREST – PROCEDURES AND EFFECT OF COMPLIANCE

19.1 Where a Director has an actual or potential conflict of interest as a result of having an interest which has been authorised under Article 17.1 or is permitted under Article 18.1:

19.1.1 the relevant Director must comply with such requirements and procedures as the Directors may from time to time impose or adopt for dealing with conflicts of interest (either generally or in relation to the particular conflict of interest in question);

19.1.2 in particular but without limitation, the Directors may require that the relevant Director is excluded from receiving any information, from participating in any discussions by the Company and from participating for quorum and voting purposes in the decision-making process at any meeting of the Directors or of a committee concerning any matter which gives rise or otherwise relates to the conflict of interest; and

19.1.3 the Directors may decide that, where a Director obtains (otherwise than through his position as a Director) information that is confidential to a third party, the Director is under no obligation to disclose that information to the Company or to use or apply that information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.

19.2 Notwithstanding any other provision of these Articles, a Director appointed under Article 22 is entitled to disclose to the ESB Shareholder by whom he was appointed such information concerning the business and affairs of the Company as he sees fit.

19.3 A Director will not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act as a result of doing (or omitting to do) any act or thing in accordance with any terms, conditions, requirements, procedures or decisions imposed, adopted or made by the Directors pursuant to Articles 17.3 or 19.1.

19.4 A Director is not, by reason of his office (or the fiduciary relationship thereby established), liable to account to the Company for any remuneration or other benefit realised by reason of his having an interest which has been authorised under Article 17.1 or is permitted under Article 18.1

(subject, where relevant, to any terms or conditions imposed pursuant to Article 17.3 and any requirements or procedures imposed or adopted pursuant to Article 19.1) and no transaction or arrangement is liable to be avoided on the grounds of a Director having any such interest or realising any such benefit nor does the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

20. RESTRICTION ON VOTING

20.1 Subject to Article 20.2, a Director is not entitled to participate for quorum and voting purposes in the decision-making process at any meeting of the Directors or of a committee on any resolution concerning any transaction or arrangement in which he has, directly or indirectly, an interest which may reasonably be regarded as likely to give rise to a conflict of interest.

20.2 A Director is entitled to participate for quorum and voting purposes in the decision-making process at any meeting of the Directors or of a committee on any resolution concerning any transaction or arrangement in which he has, directly or indirectly, an interest if:

- (a) the interest has been authorised under Article 17.1; or
- (b) the interest is permitted under Article 18.1 provided that he has declared the nature and extent of his interest in accordance with the Companies Acts and these Articles,

unless and to the extent that any terms or conditions imposed pursuant to Article 17.3 or any requirements or procedures imposed or adopted pursuant to Article 19.1 exclude him from so participating or restrict such participation.

20.3 If a question arises at a meeting of the Directors as to the entitlement of a Director (including the Chairman) to participate in the meeting (or part of the meeting) for quorum and voting purposes and the question is not resolved by the Director concerned voluntarily agreeing not to participate, the question must be decided by a decision of the Directors participating in the meeting (and, for this purpose, the Director concerned is not to be counted as participating in the meeting, or that part of the meeting, for quorum or voting purposes) and their decision is final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.

APPOINTMENT AND REMOVAL OF DIRECTORS

21. NUMBER OF DIRECTORS

21.1 Unless otherwise determined by ordinary resolution, the number of Directors (disregarding alternate Directors) must not be less than two but is not subject to any maximum.

22. METHODS OF APPOINTING AND REMOVING 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 by:

- 22.1.1 ordinary resolution; or
- 22.1.2 a decision of the Directors.

Rights to appoint and remove Directors

22.2 Subject to Article 22.4 and subject to the Fit and Proper Requirement, from the Amendment Date each holder of ESB Ordinary Shares shall be entitled (without prejudice to any other rights that it may have) from time to time to appoint to the Board one Director in respect of each whole multiple

of 16.667% of the total number of ESB Ordinary Shares held by such ESB Shareholder expressed as a percentage of the total number of ESB Ordinary Shares then in issue, and to appoint and remove any replacements thereof. Where an ESB Shareholder and any associates of it are also ESB Shareholders, they shall be treated as one ESB Shareholder for the calculation of the foregoing and one of them shall be entitled to appoint and remove in accordance with this Article 22.2.

Rights of the ESB Majority Shareholder to appoint and remove Directors

- 22.3 The persons appointed to the Board by the ESB Majority Shareholder shall be designated as the “**ESB Majority Shareholder Directors**” (and, each, an “**ESB Majority Shareholder Director**”).

Rights of SO and CD to appoint and remove Directors

- 22.4 Notwithstanding any other provision of these Articles, from the Amendment Date and for so long as:

22.4.1 SO holds 5.72% of the total number of ESB Ordinary Shares in issue, and subject to the Fit and Proper Requirement, SO shall be entitled (without prejudice to any other rights that he may have) from time to time by written notice to the Company to appoint to and remove from the Board as he may direct, one person as a Director who shall be the “**SO Nominee**”, and to appoint and remove any replacements thereof; and

22.4.2 CD holds 4.28% of the total number of ESB Ordinary Shares in issue, and subject to the Fit and Proper Requirement, CD shall be entitled (without prejudice to any other rights that he may have) from time to time by written notice to the Company to appoint to and remove from the Board as he may direct, one person as a Director who shall be the “**CD Nominee**”, and to appoint and remove any replacements thereof,

provided that if either of SO or CD hold any ESB Ordinary Shares, but neither of them hold such number of ESB Ordinary Shares which would entitle either of them to appoint to and remove from the Board a Director pursuant to article 22.4.1 or 22.4.2 (as applicable), SO and CD shall, between them, be entitled (without prejudice to any other rights that they may have) from time to time by written notice to the Company to appoint to and remove from the Board as they may direct one person as a Director who shall be the “**SO and CD Nominee**”, and to appoint and remove any replacements thereof.

23. TERMINATION OF A DIRECTOR’S APPOINTMENT

- 23.1 A person ceases to be a Director as soon as:

23.1.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

23.1.2 a bankruptcy order is made against that person;

23.1.3 a composition is made with that person’s creditors generally in satisfaction of that person’s debts;

23.1.4 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;

- 23.1.5 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;
- 23.1.6 notification is received by the Company from the Director that the Director is resigning from office and such resignation has taken effect in accordance with its terms; or
- 23.1.7 that person has been absent from Directors' meetings for six consecutive months without the permission of the Directors (whether or not any alternate Director appointed by him has attended in his place during that period) and the Directors decide that his office be vacated; or
- 23.1.8 that person is removed from office pursuant to Article 22.

DIRECTORS' REMUNERATION AND EXPENSES

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:
 - 24.2.1 for their services to the Company as Directors; and
 - 24.2.2 for any other service which they undertake for the Company.
- 24.3 Subject to these Articles, a Director's remuneration may:
 - 24.3.1 take any form; and
 - 24.3.2 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.
- 24.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25. DIRECTORS' EXPENSES

- 25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - 25.1.1 Directors' meetings or meetings of committees; or
 - 25.1.2 general meetings; or
 - 25.1.3 separate meetings of the holders of any class of shares or debentures of the Company, or otherwise in connection with the exercise of their powers and discretions and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

26. APPOINTMENT AND REMOVAL

- 26.1 Any Director may appoint another Director to be his alternate and may at any time remove an alternate Director so appointed.

26.2 The appointment or removal of an alternate Director must be effected by notice in writing signed by the appointing or removing Director and sent to the Company or tabled at a Directors' meeting, or in any other manner approved by the Directors. A notice appointing an alternate Director must contain, or be accompanied by, a statement signed by the proposed alternate Director confirming that he is willing to act as the alternate of the appointing Director.

26.3 The appointment of an alternate Director does not require approval by a resolution of the Directors.

27. PARTICIPATION IN DIRECTORS' DECISION-MAKING

27.1 An alternate Director is entitled to receive notice of:

27.1.1 all Directors' meetings;

27.1.2 all meetings of committees of which his appointor is a member; and

27.1.3 all proposed Directors' written resolutions.

27.2 An alternate Director who is not himself a Director;

27.2.1 may participate in a Directors' meeting (but only if the Director for whom he is an alternate is not participating in the meeting);

27.2.2 may participate in a meeting of a committee of which the Director for whom he is an alternate is a member (but only if that Director is not participating in the meeting); and

27.2.3 shall be counted in the quorum at any Directors' meeting or meeting of a committee in which he participates (but only if the Director for whom he is an alternate would have been counted in the quorum had such Director been participating in the meeting).

27.3 Where:

27.3.1 an alternate Director participating in a meeting of the Directors or of a committee is himself a Director; or

27.3.2 an alternate Director participates in such a meeting as the alternate for more than one Director,

he must not be counted more than once for quorum purposes.

27.4 In addition to his own vote if he is himself a Director, an alternate Director who participates in a meeting of the Directors or of a committee as the alternate of one or more Directors has one vote for each such Director (other than any such Director who would not have been entitled to vote had he been participating in the meeting).

27.5 Unless the terms of the notice of his appointment provide otherwise, an alternate Director's signature or written agreement to a proposed Directors' written resolution is as effective as the signature or written agreement of his appointor to that resolution.

28. RESPONSIBILITIES

28.1 Every person acting as an alternate Director is (except as regards the power to appoint an alternate and remuneration) subject in all respects to the provisions of these Articles relating to Directors and will during his appointment be an officer of the Company.

28.2 An alternate Director is alone responsible to the Company for his own acts and defaults and is not to be deemed to be the agent of or for his appointor.

29. REMUNERATION AND EXPENSES

- 29.1 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate except only such part (if any) of the remuneration otherwise payable to his appointor as his appointor may direct by notice in writing to the Company.
- 29.2 An alternate Director is entitled to contract and to be interested in and benefit from contracts or arrangements or transactions and to be paid expenses and to be indemnified to the same extent as if he were a Director.

30. TERMINATION OF APPOINTMENT

- 30.1 The appointment of an alternate Director terminates:
- 30.1.1 if his appointor removes him as an alternate Director in accordance with these Articles;
 - 30.1.2 on the occurrence in relation to the alternate of an event which, if it occurred in relation to his appointor, would result in the termination of his appointor's appointment as a Director;
 - 30.1.3 on the death of his appointor; or
 - 30.1.4 when his appointor's appointment as a Director terminates.

SHARES

31. ALL SHARES TO BE FULLY PAID UP

- 31.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 31.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

32. POWER TO ISSUE DIFFERENT CLASSES OF SHARES

- 32.1 Subject to these Articles and the prior written consent of Shareholders holding not less than 90 per cent of the number of the Company's Shares then in issue, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as the Company may by ordinary resolution determine.
- 32.2 Subject to the prior written consent of Shareholders holding not less than 90 per cent of the number of the Company's Shares then in issue, the Company may issue Shares, which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

33. 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 these Articles, the Company is not in any way to be bound by, or obliged to recognise, any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

34. EXCLUSION OF DIRECTORS' POWER TO ALLOT SHARES

Save to the extent that they are so authorised by these Articles or by an ordinary resolution, the Directors must not exercise any power of the Company to allot Shares, or to grant rights to subscribe for or to convert any security into Shares.

35. EXCLUSION OF STATUTORY PRE-EMPTION REQUIREMENTS

The requirements of sections 561 and 562 of the Act do not apply to any allotment of equity securities by the Company.

SHARE CERTIFICATES

36. ISSUE OF SHARE CERTIFICATES

36.1 The Company must issue each Shareholder with one or more certificates in respect of the Shares which that Shareholder holds.

36.2 Except as specified in these Articles, all certificates must be issued free of charge.

36.3 Every certificate must specify:

36.3.1 the number and class of the Shares to which it relates;

36.3.2 the nominal value of those Shares;

36.3.3 that the Shares are fully paid; and

36.3.4 any distinguishing numbers assigned to them.

36.4 No certificate may be issued in respect of Shares of more than one class.

36.5 In the case of a Share held jointly by more than one person, the Company is not required to issue more than one certificate for the Share and delivery of a certificate to one of the joint holders is sufficient delivery to them all.

36.6 Every certificate must:

36.6.1 have affixed to it the common seal of the Company; or

36.6.2 be otherwise executed in accordance with the Companies Acts.

37. REPLACEMENT SHARE CERTIFICATES

37.1 If a certificate issued in respect of a Shareholder's Shares is:

37.1.1 damaged or defaced; or

37.1.2 alleged to have been lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

37.2 A Shareholder exercising the right to be issued with a replacement certificate under Article 37.1:

37.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

37.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

37.2.3 must comply with such conditions as to evidence and indemnity and must pay to the Company such reasonable fee as the Directors may decide.

38. SHARE TRANSFERS

38.1 The Shareholder shall not Transfer any Shares, unless such Transfer is required or permitted pursuant to, and in each case carried out in accordance with, the provisions of these Articles.

38.2 The Shareholder shall procure that the Company:

38.2.1 shall register any Transfer of Shares required or permitted pursuant to, and in each case carried out in accordance with, the provisions of these Articles; and

38.2.2 shall not register a Transfer of Shares unless such Transfer of Shares is required or permitted pursuant to, and in each case carried out in accordance with, the provisions of these Articles, and the Shareholder shall provide the Company with such information as the Company may reasonably require for the purposes of determining whether a Transfer of Shares is required or permitted.

38.3 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors. The instrument of transfer must be executed by or on behalf of the transferor.

38.4 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.

38.5 The Company may retain any instrument of transfer which is registered.

38.6 The transferor remains the holder of a Share until the transferee's name is entered in the Register as the holder of it.

TRANSMISSION OF SHARES

39. RIGHTS OF TRANSMITTEE

39.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.

39.2 A transmittee who produces such evidence of entitlement to Shares as the Directors may properly require:

39.2.1 may, subject to these Articles, choose either to become the holder of those Shares or to have them transferred to another person; and

39.2.2 subject to these Articles and pending any transfer of the Shares to another person has the same rights as the holder had.

39.3 However, subject to Article 39.2, a transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which it is entitled, by reason of the holder's death or bankruptcy or otherwise, unless it becomes the holder of those Shares.

40. EXERCISE OF A TRANSMITTEE'S RIGHTS

40.1 A transmittee who wishes to become the holder of a Share to which it has become entitled must notify the Company in writing of that wish.

- 40.2 If a transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 40.3 Any transfer made or executed under this Article 40 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.

41. TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name (or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Article 40.2) has been entered in the Register as the holder of those Shares.

DIVIDENDS AND OTHER DISTRIBUTIONS

42. PROCEDURE FOR DECLARING DIVIDENDS

- 42.1 The Company shall distribute to the Shareholder by way of dividend in respect of each Accounting Period an amount of the Company's profits that:
- 42.1.1 has Shareholder approval; and
- 42.1.2 is lawfully available for distribution for that Accounting Period.
- 42.2 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.
- 42.3 No dividend may be declared or paid unless it is in accordance with Shareholder's respective rights.
- 42.4 Unless the Shareholder's resolution to declare or the Directors' decision to pay a dividend or the terms on which Shares are issued specify otherwise, the 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.
- 42.5 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.
- 42.6 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.
- 42.7 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 a fixed or interim dividend on Shares with deferred or non-preferred rights.

43. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 43.1 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:
- 43.1.1 transfer to a bank or building society account specified in writing by the distribution recipient;

- 43.1.2 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 in writing by the distribution recipient;
 - 43.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
 - 43.1.4 any other means of payment as the Directors agree in writing with the distribution recipient.
- 43.2 In these Articles, the “**distribution recipient**” means, in respect of a Share in respect of which a dividend or other sum is payable:
- 43.2.1 the holder of the Share; or
 - 43.2.2 if the Share has two or more joint holders, whichever of them is named first in the Register; or
 - 43.2.3 if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

44. CURRENCY OF PAYMENT

- 44.1 Subject to these Articles and to the rights attaching to any Shares, any dividend or other sum payable on or in respect of a Share may be declared or paid in whatever currency the Directors may decide.
- 44.2 If a dividend is to be paid in a currency other than the currency in which it was declared, the rate of exchange to be used for conversion of the dividend shall be such rate as the Directors may decide.

45. NO INTEREST ON DISTRIBUTIONS

- 45.1 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:
- 45.1.1 the terms on which the Share was issued; or
 - 45.1.2 the provisions of another agreement between the holder of that Share and the Company.

46. UNCLAIMED DISTRIBUTIONS

- 46.1 All dividends or other sums which are:
- 46.1.1 payable in respect of Shares; and
 - 46.1.2 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.
- 46.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 46.3 If:
- 46.3.1 10 years have passed from the date on which a dividend or other sum became due for payment; and

46.3.2 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.

47. NON-CASH DISTRIBUTIONS

47.1 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 shares or other securities in any company).

47.2 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:

47.2.1 fixing the value of any assets;

47.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

47.2.3 vesting any assets in trustees.

48. WAIVER OF DISTRIBUTIONS

48.1 A distribution recipient may waive his entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect. In order to be effective, the notice must be signed by or on behalf of the distribution recipient.

48.2 If:

48.2.1 the Share has more than one holder; or

48.2.2 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 by, and signed by or on behalf of, all the holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

49. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

49.1 Subject to these Articles, the Directors may:

49.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

49.1.2 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.

49.2 Capitalised sums must be applied:

49.2.1 on behalf of the persons entitled; and

49.2.2 in the same proportions as a dividend would have been distributed to them.

GENERAL MEETINGS

50. FREQUENCY OF GENERAL MEETINGS

A general meeting of the Shareholder must be held at least once in every calendar year at such time and place as the Directors may decide.

51. CALLING GENERAL MEETINGS

The Directors may call a general meeting whenever they think fit and must, on the requisition of the Shareholder pursuant to the Companies Acts, proceed to call a general meeting in accordance with the Companies Acts.

52. NOTICE OF GENERAL MEETINGS

52.1 Notice of a general meeting must state:

52.1.1 the time and date of the meeting; and

52.1.2 the place of the meeting.

52.2 Notice of a general meeting must describe in reasonable detail the business to be dealt with at the meeting and set out the terms of any resolution to be proposed at the meeting.

53. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

53.1 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.

53.2 A person is able to exercise the right to vote at a general meeting when:

53.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

53.2.2 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.

53.3 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.

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

53.5 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.

54. QUORUM FOR GENERAL MEETINGS

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

54.2 The quorum for a general meeting shall, for all purposes, be two Shareholders present in person or by proxy and entitled to vote provided that, if the Company has only one Shareholder, that Shareholder present in person or by proxy shall be a quorum.

55. CHAIRING GENERAL MEETINGS

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

55.2 If:

55.2.1 the Directors have not appointed a Chairman; or

55.2.2 the Chairman is unwilling to chair the meeting or is not present within 30 minutes of the time at which a meeting was due to start,

the Directors present or, if no Directors are present, the meeting must appoint a Director or Shareholder to chair the meeting. The appointment of the chairman of the meeting must be the first business of the meeting.

56. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

56.1 Directors may attend and speak at general meetings, whether or not they are s Shareholder.

56.2 The chairman of the meeting may permit other persons who are not Shareholders or otherwise entitled to exercise the rights of the Shareholder in relation to general meetings to attend and speak at a general meeting.

57. ADJOURNMENT

57.1 If the persons attending a general meeting within 30 minutes (or such longer interval as the chairman of the meeting may decide) 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.

57.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

57.2.1 the meeting consents to an adjournment, or

57.2.2 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.

57.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

57.4 When adjourning a general meeting, the chairman of the meeting must:

57.4.1 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

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

57.5 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 the adjourned meeting:

57.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

57.5.2 containing the same information which such notice is required to contain.

57.6 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

58. METHOD OF VOTING

- 58.1 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.
- 58.2 A poll on a resolution may be demanded;
- 58.2.1 in advance of the general meeting where it is to be put to the vote; or
- 58.2.2 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.
- 58.3 A poll may be demanded by:
- 58.3.1 the chairman of the meeting;
- 58.3.2 the Directors;
- 58.3.3 two or more persons having the right to vote on the resolution; or
- 58.3.4 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.
- 58.4 Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution on a show of hands has or has not been passed, or has or has not been passed by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of the Company is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

59. PROCEDURE ON A POLL

- 59.1 Polls at general meetings must be taken immediately and in such manner as the chairman of the meeting directs.
- 59.2 On a poll, votes may be given in person or by proxy and a Shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 59.3 The result of the poll shall be deemed to be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 59.4 A demand for a poll may be withdrawn if:
- 59.4.1 the poll has not yet been taken; and
- 59.4.2 the chairman of the meeting consents to the withdrawal.
- 59.5 Where a demand for a poll is withdrawn:
- 59.5.1 if it is withdrawn before the result of a show of hands is declared, the meeting shall continue as if the demand had not been made; and
- 59.5.2 if it is withdrawn after the result of a show of hands is declared, the demand shall not be taken to have invalidated that result.

60. VOTES FOR SHAREHOLDERS

60.1 Subject to these Articles and to any rights or restrictions as to voting attached to any Shares:

60.1.1 on a vote on a resolution on a show of hands at a meeting:

- (a) every Shareholder who is present in person and entitled to vote on the resolution has one vote; and
- (b) every proxy present who has been duly appointed by one or more Shareholders, entitled to vote on the resolution has one vote, except where:
 - (i) the proxy has been duly appointed by more than one Shareholder entitled to vote on the resolution; and
 - (ii) the proxy has been instructed (1) by one or more of those Shareholders to vote for the resolution and by one or more other of those Shareholders to vote against it or (2) by one or more of those Shareholders to vote in one way on the resolution and by one or more other of those Shareholders to use his discretion how to vote and the proxy wishes to use his discretion to vote in the other way on the resolution,

in which case, the proxy has one vote for and one against the resolution; and

60.1.2 on a vote on a resolution on a poll, every Shareholder who is present in person or by proxy and entitled to vote on the resolution has one vote for every Share of which he is the holder.

60.2 In the case of joint holders of a Share, the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority is to be determined by the order in which the names of the joint holders stand in the Register.

61. ERRORS AND DISPUTES

61.1 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.

61.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

62. APPOINTMENT OF PROXIES

62.1 A Shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend or to attend and to speak and vote at a general meeting.

62.2 A Shareholder may appoint more than one proxy in relation to a meeting provided that each proxy is appointed to exercise the rights attached to a different Share or Shares held by him.

63. PROXY NOTICES

63.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

- 63.1.1 states the name and address of the Shareholder appointing the proxy;
- 63.1.2 identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed;

- 63.1.3 is signed by or on behalf of the Shareholder appointing the proxy or is authenticated in such manner as the Directors may determine; and
- 63.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy notice relates.
- 63.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 63.3 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 and the proxy is obliged to vote (or abstain from voting) in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes (or abstains from voting) as he has been instructed and will not incur any liability for failing to do so. Failure by a proxy to vote (or abstain from voting) as instructed at a meeting does not invalidate the proceedings at that meeting.
- 63.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 63.4.1 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
 - 63.4.2 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.
- 63.5 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.
- 63.6 If a proxy notice is not signed 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.

64. DELIVERY OF PROXY NOTICES

- 64.1 A proxy notice must be delivered to the Company not less than 48 hours before the time appointed for the holding of the general meeting or adjourned meeting to which the proxy notice relates.
- 64.2 The Directors may, in their discretion, determine that, in calculating the period referred to in Article 64.1, no account is to be taken of any part of a day that is not a Business Day.

65. REVOCATION OF PROXY NOTICES

- 65.1 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.
- 65.2 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.

66. CORPORATE REPRESENTATIVES

- 66.1 In accordance with the Act, a corporation (whether or not a company within the meaning of the Act) which is a Shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at any general meeting. For the purposes of these Articles, the corporation is deemed to be present in person at any general meeting if any person so authorised is present at it and all references in these Articles to attendance and voting in person are to be construed accordingly.
- 66.2 A Director, the Secretary (if any) or any other person authorised for the purpose by the Directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

67. AMENDMENTS TO RESOLUTIONS

- 67.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 67.1.1 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
 - 67.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 67.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 67.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 67.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 67.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

COMMUNICATIONS

68. MEANS OF COMMUNICATION

- 68.1 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 Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 68.2 Any notice, document or information sent or supplied by or to the Company is deemed to have been received by the intended recipient:
- 68.2.1 if sent by first class post, at the expiration of 24 hours after it was put in the post (or, where second class post is used, at the expiration of 48 hours after it was put in the post) and, in proving such receipt, it will be sufficient to show that the notice, document or information was properly addressed to the intended recipient and put into the postal system with postage paid;
 - 68.2.2 if sent by hand or by courier, at the time it is left at or delivered to the relevant address;

- 68.2.3 if sent by electronic means, at the time it was sent and, in proving such receipt, it will be sufficient to show that the notice, document or information was properly addressed to the intended recipient; and
- 68.2.4 if sent or supplied by being made available on a website, when it was first made available on the website or, if later, when the intended recipient received (or is deemed to have received) notice of the fact that the notice, document or information was available on the website.
- 68.3 In calculating a period of hours for the purposes of Article 68.2, no account is to be taken of any part of a day that is not a Business Day.
- 68.4 A notice, document or information is properly addressed to the intended recipient for the purposes of Article 68.2 if it is addressed to the intended recipient at an address permitted by the Act.
- 68.5 Subject to these Articles, any notice, document or information to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices, documents or information for the time being.
- 68.6 A Director may agree with the Company that notices, documents or information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than that provided in this Article 68.
- 69. JOINT HOLDERS**
- 69.1 Except as otherwise provided in these Articles:
- 69.1.1 any notice, document or information which is authorised or required to be sent or supplied to joint holders of a Share may be sent or supplied to the joint holder whose name stands first in the Register in respect of the Share, to the exclusion of the other joint holder(s);
- 69.1.2 anything which needs to be agreed or specified by the joint holders of a Share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the Register in respect of the Share.

ADMINISTRATIVE ARRANGEMENTS

70. COMPANY SECRETARY

- 70.1 The Directors may appoint any person who is willing to act to be the secretary of the Company for such term, at such remuneration and otherwise upon such conditions as the Directors think fit.
- 70.2 The Directors may at any time remove any person so appointed from office and, if the Directors so decide, appoint another in his place.

71. COMPANY SEALS

- 71.1 Any common seal may only be used by the authority of the Directors.
- 71.2 The Directors may decide by what means and in what form any common seal is to be used.
- 71.3 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.

- 71.4 For the purposes of this Article 71, an authorised person is:
- 71.4.1 any Director;
 - 71.4.2 the Secretary (if any); or
 - 71.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

72. RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 72.1 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company or agreed by the Shareholder, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

73. 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' LIABILITIES

74. INDEMNITY

- 74.1 Subject to Article 74.2 but without prejudice to any indemnity to which a Relevant Director may otherwise be entitled, every Relevant Director shall be indemnified out of the Company's assets against:
- 74.1.1 any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any of its Affiliates;
 - 74.1.2 any liability incurred by or attaching to him in connection with the activities of the Company or any of its Affiliates as trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
 - 74.1.3 any other liability incurred by or attaching to him as an officer of the Company or any of its Affiliates.

Where a Relevant Director is indemnified against any liability in accordance with this Article 74.1, such indemnity shall extend to all costs, charges, losses, expenses liabilities incurred by him in relation thereto.

- 74.2 Article 74.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 74.3 For the purposes of this Article 74 and Article 75, "**Relevant Director**" means any director or former director of the Company.

75. INSURANCE

- 75.1 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.

75.2 For the purposes of this Article 75, “**Relevant Loss**” means any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to the Company, any subsidiary of the Company or any pension fund or employees’ share scheme of the Company or any subsidiary of the Company.

COMPANY NO. 09263295

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF SO ENERGY TRADING LIMITED

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
SO ENERGY TRADING LIMITED
PRELIMINARY

1. EXCLUSION OF OTHER REGULATIONS

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies apply as regulations or articles of the Company.

2. INTERPRETATION

2.1 In these Articles, unless the context requires otherwise:

“**Act**” means the Companies Act 2006;

“**acting in concert**” has the meaning given to that term in the City Code on Takeovers and Mergers;

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

“**Affiliate**” means, in relation to a company, any subsidiary of that company, any holding company of that company, any other subsidiary of any such holding company and any company over which that company or any such holding company has control;

“**Amendment Date**” means _____;

“**appointor**”, in relation to an alternate Director, means the Director who has appointed him as his alternate;

“**Articles**” means the Company’s articles of association as altered from time to time;

“**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 of the Company from time to time;

“**Business Day**” means a day which is not a Saturday, Sunday or public holiday in England and Wales;

“**capitalised sum**” has the meaning given in Article 49.1;

“**CD**” means Charles Davies;

“**CD Nominee**” has the meaning given in Article 22.4.2;

“**Chairman**” has the meaning given in Article 12;

“**chairman of the meeting**” means the person chairing a general meeting of the Company in accordance with Article 55;

“clear days’ notice”, in relation to the period of notice required of a meeting, means a period of the length specified excluding the day on which the notice is given or deemed to be given and the day of the meeting;

“committee” means a committee appointed by the Directors in accordance with these Articles;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

“Company” means SO Energy Trading Limited, a company incorporated in England and Wales under registered number 09263295;

“Completion” means 26 August 2021;

“Conflicted Director” has the meaning given in Article 17.1;

“conflict of interest” includes a conflict of interest and duty and a conflict of duties;

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

“Disposal” mean, in relation to a Share:

- (a) selling, assigning, transferring, or otherwise disposing of that Share or any legal or beneficial interest in that Share or granting any option or other right over that Share or any legal or beneficial interest in that Share;
- (b) creating or allowing to arise or permitting to subsist any Encumbrance over that Share or any legal or beneficial interest in that Share;
- (c) creating any trust or conferring any interest over that Share or any legal or beneficial interest in that Share;
- (d) entering into any agreement, arrangement or understanding in respect of the voting or any other rights attached to that Share;
- (e) renouncing or assigning any right to subscribe or receive that Share or any legal or beneficial interest in that Share; and
- (f) entering into any agreement (whether or not subject to any condition precedent or subsequent) to do any of the foregoing,

and references to **“dispose(s) of”** shall, in relation to a Share, be construed accordingly;

“distribution recipient” has the meaning given in Article 43.2;

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

“electronic form” and **“electronic means”** have the meanings given in section 1168 of the Act;

“Encumbrance” means any claim, charge, mortgage, pledge, hypothecation, retention of title, lien, equity, option, power of sale, right of pre-emption, right of first refusal or any other third party right or security interest of whatsoever nature or any agreement, arrangement, obligation or commitment to create any of the foregoing;

“equity securities” has the meaning given in section 560(1) of the Act;

“ESB” means ESB Retail GB Limited, a company incorporated in England and Wales with registered number 13562261 whose registered office is at Tricor Suite, 4th Floor, 50 Mark Lane, London, United Kingdom, EC3R 7QR;

“ESB Majority Shareholder” means any ESB Shareholder holding (together with its associates from time to time) the majority by number of the ESB Ordinary Shares (or if no ESB Shareholder (together with its associates from time to time) holds such majority, the ESB Shareholder holding (together with its associates from time to time) the largest number of ESB Ordinary Shares, provided that if there are two or more ESB Shareholders which (together with their respective associates) each hold the largest number of ESB Ordinary Shares where the ESB Parent or one of its associates is one such ESB Shareholder, the ESB Parent shall be deemed to be the ESB Majority Shareholder);

“ESB Majority Shareholder Director” has the meaning given in Article 22.3;

“ESB Minority Shareholder” means any ESB Shareholder that is not the ESB Majority Shareholder;

“ESB Minority Shareholder Directors” means any Director appointed by an ESB Minority Shareholder pursuant to Articles 22.2 or 22.4, and, for the avoidance of doubt, shall include any SO Nominee appointed as a Director, any CD Nominee appointed as a Director and any SO and CD Nominee appointed as a Director from time to time (and **“ESB Minority Shareholder Director”** shall be construed accordingly);

“ESB Ordinary Shares” means the ordinary shares of £0.0000625 each in the capital of ESB;

“ESB Parent” means ESB Group (UK) Limited;

“ESB Shareholders” means the holders of ESB Shares;

“ESB Shares” means shares of whatever class in the capital of ESB;

“Fit and Proper Requirement” means the obligations set out in Condition 4C of the gas and electricity supply licences issued under the Gas Act 1986 and the Electricity Act 1989 respectively;

“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 in relation to a company, that company, and wholly-owned subsidiary of that company and, if that company is a wholly-owned subsidiary of any other company, that other company and any other wholly-owned subsidiary of that other company;

“hard copy form” has the meaning given in section 1168 of the Act;

“holder”, in relation to a Share, means the person whose name is entered in the Register as the holder of that Share;

“holding company” has the meaning given in section 1159 of the Act; **“instrument”** means a document in hard copy form;

“Lock-in Expiry Date” means the fifth anniversary of Completion;

“ordinary resolution” has the meaning given in section 282 of the Act;

“paid” means paid or credited as paid;

“participate”, in relation to a Directors’ meeting, has the meaning given in Article 10;

“persons entitled” has the meaning given in Article 49.1;

“proxy notice” has the meaning given in Article 63;

“Register” means the register of members of the Company;

“**Relevant Director**” has the meaning given in Article 74.3;

“**Relevant Loss**” has the meaning given in Article 75.2;

“**Secretary**” means the person (if any) appointed as the secretary of the Company in accordance with Article 70.1;

“**Share**” means an ordinary share of £1.00 in the capital of the Company;

“**Shareholder**” means a person who is a holder of a Share;

“**SO**” means Simon Oscroft;

“**SO and CD Nominee**” has the meaning given in article 22.4;

“**SO Nominee**” has the meaning given in Article 22.4.1;

“**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; and

“**writing**” 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, and “**written**” has a corresponding meaning.

2.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act as in force on the date when these Articles become binding on the Company have the same meanings in these Articles.

2.3 A reference in these Articles to a statute or statutory provision is a reference to that statute or statutory provision as modified, re-enacted or consolidated from time to time and includes any subordinate legislation made from time to time under that statute or statutory provision.

2.4 In these Articles:

2.4.1 words in the singular include the plural and vice versa;

2.4.2 words importing one gender include all genders;

2.4.3 a reference to a person includes a body corporate and an unincorporated body of persons;

2.4.4 the words “**include(s)**”, “**including**” and “**in particular**” and words of similar effect are not to be deemed to limit the general effect of the words which precede them;

2.4.5 a reference to a “**meeting**” is not to be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person; and

2.4.6 a reference to an Article by number is to the relevant numbered paragraph of these Articles.

2.5 A special resolution is effective for any purpose for which an ordinary resolution is expressed to be required under these Articles.

2.6 The headings in these Articles are inserted for convenience only and do not affect the construction of these Articles.

3. LIABILITY OF SHAREHOLDER

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

DIRECTORS' POWERS AND RESPONSIBILITIES

4. DIRECTORS' GENERAL AUTHORITY

- 4.1 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.

5. SHAREHOLDER'S RESERVE POWER

- 5.1 The Shareholder 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. DELEGATION OF DIRECTORS' POWERS

- 6.1 Subject to these Articles, the Directors may delegate any of the powers or discretions which are conferred on them under these Articles:
- 6.1.1 to such person (who must be a Director);
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and conditions,
- as they think fit.
- 6.2 If the Directors so specify, any such delegation may authorise further delegation of any of the Directors' powers or discretions by any person or committee to whom they are delegated.
- 6.3 The Directors may revoke any delegation in whole or in part or alter its terms and conditions.
- 6.4 Any reference in these Articles to the exercise of a power or discretion by the Directors is to be construed as if it included a reference to the exercise of such power or discretion by any person or committee to whom it has been delegated.

DECISION-MAKING BY DIRECTORS

7. DECISIONS OF THE DIRECTORS

- 7.1 The general rule about decision-making by Directors is that any decision of the Directors must be either:
- 7.1.1 a decision taken at a Directors' meeting; or
 - 7.1.2 a decision taken in the form of a Directors' written resolution.
- 7.2 If and for so long as the number of Directors is less than the number fixed by or determined in accordance with these Articles as:
- 7.2.1 the minimum number of Directors; or

7.2.2 the quorum for the transaction of business at a Directors' meeting,

the Directors or Director in office may act for the purpose of calling a general meeting so as to enable the Shareholder to make such appointment or appointments but must not act for any other purpose or take any other decision.

8. FREQUENCY OF DIRECTORS' MEETING

- 8.1 Meetings of the Directors must be held at least six times each year at such intervals as may be appropriate.

9. CALLING DIRECTORS' MEETINGS

- 9.1 Any Director may call a Directors' meeting and the Secretary (if any) must call a Directors' meeting if a Director so requests.
- 9.2 Notice of any meeting of the Board (which may be given by e-mail) shall be sent to all Directors not less than ten Business Days prior to the proposed date for such meeting (unless circumstances reasonably require a shorter period, as determined by the Board), accompanied by a written agenda specifying the business of such meeting in reasonable detail along with all relevant papers and documents to be considered at such meeting. Other than with the consent of all Directors present at the meeting, only those matters included on the written agenda may be discussed at such meeting.
- 9.3 Notice of a Directors' meeting must be given in writing.
- 9.4 Subject to Article 9.5, notice of a Directors' meeting must be given to each Director.
- 9.5 Any Director may waive his entitlement to notice of a Directors' meeting either prospectively or retrospectively and any retrospective waiver does not affect the validity of the meeting or of any business conducted at it.

10. PARTICIPATING IN DIRECTORS' MEETINGS

- 10.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 10.1.1 the meeting has been called and takes place in accordance with these Articles, and
- 10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 10.3 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.

11. QUORUM FOR DIRECTORS' MEETINGS

- 11.1 The quorum necessary for the transaction of any business of the Board shall be two ESB Majority Shareholder Directors (or one ESB Majority Shareholder Director if the ESB Majority Shareholder Director has only appointed one ESB Majority Shareholder Director).
- 11.2 If a quorum is not present at a meeting of the Board the meeting shall be reconvened. At least five business days' notice of the reconvened meeting will be given (including notice of the business to be considered at the reconvened meeting, which shall be limited to the matters on the agenda

at the first convened meeting). At the reconvened meeting the quorum necessary for the transaction of any business of the Board shall be two ESB Majority Shareholder Directors.

12. CHAIRING DIRECTORS' MEETINGS

- 12.1 The ESB Majority Shareholder from time to time may nominate any Director to act as Chairman (the “**Chairman**”). The Chairman shall chair Directors’ meetings and shall have a casting vote.

13. VOTING AT DIRECTORS' MEETINGS

- 13.1 Subject to these Articles and any Relevant Agreement:
- 13.1.1 a decision is taken at a Directors’ meeting by a majority of the votes of the Directors who are participating in the meeting; and
 - 13.1.2 each Director participating in a Directors’ meeting has one vote.
- 13.2 Prior to the Lock-in Expiry Date, regardless of the number of ESB Majority Shareholder Directors present at any such Board meeting, the ESB Majority Shareholder Directors present shall have such number of votes between them as is equal to the number of Directors the ESB Majority Shareholder is entitled to appoint from time to time pursuant to Article 22.2 (and for the avoidance of doubt if only one ESB Majority Shareholder Director is present at such Board meeting, such ESB Majority Shareholder Director shall have such number of votes).
- 13.3 If at any Directors’ meeting the number of votes for and against a proposal is equal, the Chairman shall have a casting vote.

14. DIRECTORS' WRITTEN RESOLUTIONS

- 14.1 Any Director may propose a Directors’ written resolution. The Secretary (if any) must propose a Directors’ written resolution if a Director so requests.
- 14.2 A Directors’ written resolution is proposed by giving written notice of the proposed resolution to the Directors.
- 14.3 A Directors’ written resolution is adopted when all the Directors who would have been entitled to vote on the resolution had it been proposed at a Directors’ meeting (and whose vote would have been counted) have:
- 14.3.1 signed one or more copies of it; or
 - 14.3.2 otherwise indicated their agreement to it in writing,
- provided that those Directors would have formed a quorum at such a meeting.
- 14.4 Once a Directors’ written resolution has been adopted, it must be treated as if it were a decision taken at a Directors’ meeting in accordance with these Articles.

15. RECORD OF DIRECTORS' DECISIONS

- 15.1 The Directors must ensure that the Company keeps a written record, for at least 10 years from the date of the decision recorded, of every:
- 15.1.1 decision of the Directors taken at a Directors’ meeting; and
 - 15.1.2 decision of the Directors taken in the form of a Directors’ written resolution.

16. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these 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.

DIRECTORS' INTERESTS

17. AUTHORISATION OF CONFLICTS OF INTEREST

- 17.1 The Directors may, subject to the provisions of these Articles, authorise any matter proposed to them which would, if not so authorised, involve a Director (a "**Conflicted Director**") breaching his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
- 17.2 At a Directors' meeting at which authorisation of a matter under Article 17.1 is considered:
- 17.2.1 neither the Conflicted Director nor any other Director having an interest in the relevant matter may be counted as participating in the meeting for the purposes of the quorum requirement; and
 - 17.2.2 neither the Conflicted Director nor any other Director having an interest in the relevant matter is entitled to vote on the matter and, if the Conflicted Director or any other Director having such an interest does vote, his vote must not be counted.
- 17.3 Where the Directors authorise a matter under Article 17.1, the Directors may:
- 17.3.1 (whether at the time of giving the authorisation or subsequently) make the authorisation subject to any terms or conditions (including of a kind described in Article 19.1); and
 - 17.3.2 withdraw the authorisation or vary any terms or conditions to which the authorisation is subject at any time.

18. PERMITTED INTERESTS

- 18.1 Subject to compliance with Article 18.2, a Director, notwithstanding his office, may:
- 18.1.1 be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
 - 18.1.2 hold any other office or place of profit under the Company (except that of auditor) in conjunction with his office of Director and may act, directly or through a body corporate or firm with which he is associated, in a professional capacity for the Company (otherwise than as auditor), in any such case on such terms as to remuneration and otherwise as the Directors may decide; and
 - 18.1.3 be a director, officer or employee of, or otherwise interested in, any holding company or subsidiary of the Company or any other body corporate or firm in which the Company is directly or indirectly interested,
- and no authorisation under Article 17.1 is necessary in respect of any such interest as is referred to in this Article 18.1.
- 18.2 Subject to Article 18.3:
- 18.2.1 in the case of an interest permitted by Article 18.1 which is an interest in a proposed or existing transaction or arrangement with the Company, the interested Director must declare the nature and extent of his interest to the other Directors in a manner and at such time or times as complies with the Companies Acts; and

18.2.2 in the case of any other interest permitted by Article 18.1, the interested Director must declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable. Any such declaration must be made at a Directors' meeting or by a notice in writing sent to the other Directors or in such other manner as the Directors may determine.

18.3 A Director need not declare an interest under Article 18.2:

18.3.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

18.3.2 of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question (and, for this purpose, a Director is treated as aware of matters of which he ought reasonably to be aware);

18.3.3 if, or to the extent that, the other Directors are already aware of it (and, for this purpose, the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

18.3.4 if, or to the extent that, it concerns terms of his service agreement that have been or are to be considered by a meeting of the Directors or by a committee appointed for this purpose under these Articles.

19. CONFLICTS OF INTEREST – PROCEDURES AND EFFECT OF COMPLIANCE

19.1 Where a Director has an actual or potential conflict of interest as a result of having an interest which has been authorised under Article 17.1 or is permitted under Article 18.1:

19.1.1 the relevant Director must comply with such requirements and procedures as the Directors may from time to time impose or adopt for dealing with conflicts of interest (either generally or in relation to the particular conflict of interest in question);

19.1.2 in particular but without limitation, the Directors may require that the relevant Director is excluded from receiving any information, from participating in any discussions by the Company and from participating for quorum and voting purposes in the decision-making process at any meeting of the Directors or of a committee concerning any matter which gives rise or otherwise relates to the conflict of interest; and

19.1.3 the Directors may decide that, where a Director obtains (otherwise than through his position as a Director) information that is confidential to a third party, the Director is under no obligation to disclose that information to the Company or to use or apply that information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.

19.2 Notwithstanding any other provision of these Articles, a Director appointed under Article 22 is entitled to disclose to the ESB Shareholder by whom he was appointed such information concerning the business and affairs of the Company as he sees fit.

19.3 A Director will not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act as a result of doing (or omitting to do) any act or thing in accordance with any terms, conditions, requirements, procedures or decisions imposed, adopted or made by the Directors pursuant to Articles 17.3 or 19.1.

19.4 A Director is not, by reason of his office (or the fiduciary relationship thereby established), liable to account to the Company for any remuneration or other benefit realised by reason of his having an interest which has been authorised under Article 17.1 or is permitted under Article 18.1

(subject, where relevant, to any terms or conditions imposed pursuant to Article 17.3 and any requirements or procedures imposed or adopted pursuant to Article 19.1) and no transaction or arrangement is liable to be avoided on the grounds of a Director having any such interest or realising any such benefit nor does the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

20. RESTRICTION ON VOTING

20.1 Subject to Article 20.2, a Director is not entitled to participate for quorum and voting purposes in the decision-making process at any meeting of the Directors or of a committee on any resolution concerning any transaction or arrangement in which he has, directly or indirectly, an interest which may reasonably be regarded as likely to give rise to a conflict of interest.

20.2 A Director is entitled to participate for quorum and voting purposes in the decision-making process at any meeting of the Directors or of a committee on any resolution concerning any transaction or arrangement in which he has, directly or indirectly, an interest if:

- (a) the interest has been authorised under Article 17.1; or
- (b) the interest is permitted under Article 18.1 provided that he has declared the nature and extent of his interest in accordance with the Companies Acts and these Articles,

unless and to the extent that any terms or conditions imposed pursuant to Article 17.3 or any requirements or procedures imposed or adopted pursuant to Article 19.1 exclude him from so participating or restrict such participation.

20.3 If a question arises at a meeting of the Directors as to the entitlement of a Director (including the Chairman) to participate in the meeting (or part of the meeting) for quorum and voting purposes and the question is not resolved by the Director concerned voluntarily agreeing not to participate, the question must be decided by a decision of the Directors participating in the meeting (and, for this purpose, the Director concerned is not to be counted as participating in the meeting, or that part of the meeting, for quorum or voting purposes) and their decision is final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.

APPOINTMENT AND REMOVAL OF DIRECTORS

21. NUMBER OF DIRECTORS

21.1 Unless otherwise determined by ordinary resolution, the number of Directors (disregarding alternate Directors) must not be less than two but is not subject to any maximum.

22. METHODS OF APPOINTING AND REMOVING 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 by:

- 22.1.1 ordinary resolution; or
- 22.1.2 a decision of the Directors.

Rights to appoint and remove Directors

22.2 Subject to Article 22.4 and subject to the Fit and Proper Requirement, from the Amendment Date each holder of ESB Ordinary Shares shall be entitled (without prejudice to any other rights that it may have) from time to time to appoint to the Board one Director in respect of each whole multiple

of 16.667% of the total number of ESB Ordinary Shares held by such ESB Shareholder expressed as a percentage of the total number of ESB Ordinary Shares then in issue, and to appoint and remove any replacements thereof. Where an ESB Shareholder and any associates of it are also ESB Shareholders, they shall be treated as one ESB Shareholder for the calculation of the foregoing and one of them shall be entitled to appoint and remove in accordance with this Article 22.2.

Rights of the ESB Majority Shareholder to appoint and remove Directors

- 22.3 The persons appointed to the Board by the ESB Majority Shareholder shall be designated as the “**ESB Majority Shareholder Directors**” (and, each, an “**ESB Majority Shareholder Director**”).

Rights of SO and CD to appoint and remove Directors

- 22.4 Notwithstanding any other provision of these Articles, from the Amendment Date and for so long as:

22.4.1 SO holds 5.72% of the total number of ESB Ordinary Shares in issue, and subject to the Fit and Proper Requirement, SO shall be entitled (without prejudice to any other rights that he may have) from time to time by written notice to the Company to appoint to and remove from the Board as he may direct, one person as a Director who shall be the “**SO Nominee**”, and to appoint and remove any replacements thereof; and

22.4.2 CD holds 4.28% of the total number of ESB Ordinary Shares in issue, and subject to the Fit and Proper Requirement, CD shall be entitled (without prejudice to any other rights that he may have) from time to time by written notice to the Company to appoint to and remove from the Board as he may direct, one person as a Director who shall be the “**CD Nominee**”, and to appoint and remove any replacements thereof,

provided that if either of SO or CD hold any ESB Ordinary Shares, but neither of them hold such number of ESB Ordinary Shares which would entitle either of them to appoint to and remove from the Board a Director pursuant to article 22.4.1 or 22.4.2 (as applicable), SO and CD shall, between them, be entitled (without prejudice to any other rights that they may have) from time to time by written notice to the Company to appoint to and remove from the Board as they may direct one person as a Director who shall be the “**SO and CD Nominee**”, and to appoint and remove any replacements thereof.

23. TERMINATION OF A DIRECTOR’S APPOINTMENT

- 23.1 A person ceases to be a Director as soon as:

23.1.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

23.1.2 a bankruptcy order is made against that person;

23.1.3 a composition is made with that person’s creditors generally in satisfaction of that person’s debts;

23.1.4 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;

- 23.1.5 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;
- 23.1.6 notification is received by the Company from the Director that the Director is resigning from office and such resignation has taken effect in accordance with its terms; or
- 23.1.7 that person has been absent from Directors' meetings for six consecutive months without the permission of the Directors (whether or not any alternate Director appointed by him has attended in his place during that period) and the Directors decide that his office be vacated; or
- 23.1.8 that person is removed from office pursuant to Article 22.

DIRECTORS' REMUNERATION AND EXPENSES

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:
 - 24.2.1 for their services to the Company as Directors; and
 - 24.2.2 for any other service which they undertake for the Company.
- 24.3 Subject to these Articles, a Director's remuneration may:
 - 24.3.1 take any form; and
 - 24.3.2 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.
- 24.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25. DIRECTORS' EXPENSES

- 25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - 25.1.1 Directors' meetings or meetings of committees; or
 - 25.1.2 general meetings; or
 - 25.1.3 separate meetings of the holders of any class of shares or debentures of the Company, or otherwise in connection with the exercise of their powers and discretions and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

26. APPOINTMENT AND REMOVAL

- 26.1 Any Director may appoint another Director to be his alternate and may at any time remove an alternate Director so appointed.

26.2 The appointment or removal of an alternate Director must be effected by notice in writing signed by the appointing or removing Director and sent to the Company or tabled at a Directors' meeting, or in any other manner approved by the Directors. A notice appointing an alternate Director must contain, or be accompanied by, a statement signed by the proposed alternate Director confirming that he is willing to act as the alternate of the appointing Director.

26.3 The appointment of an alternate Director does not require approval by a resolution of the Directors.

27. PARTICIPATION IN DIRECTORS' DECISION-MAKING

27.1 An alternate Director is entitled to receive notice of:

27.1.1 all Directors' meetings;

27.1.2 all meetings of committees of which his appointor is a member; and

27.1.3 all proposed Directors' written resolutions.

27.2 An alternate Director who is not himself a Director;

27.2.1 may participate in a Directors' meeting (but only if the Director for whom he is an alternate is not participating in the meeting);

27.2.2 may participate in a meeting of a committee of which the Director for whom he is an alternate is a member (but only if that Director is not participating in the meeting); and

27.2.3 shall be counted in the quorum at any Directors' meeting or meeting of a committee in which he participates (but only if the Director for whom he is an alternate would have been counted in the quorum had such Director been participating in the meeting).

27.3 Where:

27.3.1 an alternate Director participating in a meeting of the Directors or of a committee is himself a Director; or

27.3.2 an alternate Director participates in such a meeting as the alternate for more than one Director,

he must not be counted more than once for quorum purposes.

27.4 In addition to his own vote if he is himself a Director, an alternate Director who participates in a meeting of the Directors or of a committee as the alternate of one or more Directors has one vote for each such Director (other than any such Director who would not have been entitled to vote had he been participating in the meeting).

27.5 Unless the terms of the notice of his appointment provide otherwise, an alternate Director's signature or written agreement to a proposed Directors' written resolution is as effective as the signature or written agreement of his appointor to that resolution.

28. RESPONSIBILITIES

28.1 Every person acting as an alternate Director is (except as regards the power to appoint an alternate and remuneration) subject in all respects to the provisions of these Articles relating to Directors and will during his appointment be an officer of the Company.

28.2 An alternate Director is alone responsible to the Company for his own acts and defaults and is not to be deemed to be the agent of or for his appointor.

29. REMUNERATION AND EXPENSES

- 29.1 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate except only such part (if any) of the remuneration otherwise payable to his appointor as his appointor may direct by notice in writing to the Company.
- 29.2 An alternate Director is entitled to contract and to be interested in and benefit from contracts or arrangements or transactions and to be paid expenses and to be indemnified to the same extent as if he were a Director.

30. TERMINATION OF APPOINTMENT

- 30.1 The appointment of an alternate Director terminates:
- 30.1.1 if his appointor removes him as an alternate Director in accordance with these Articles;
 - 30.1.2 on the occurrence in relation to the alternate of an event which, if it occurred in relation to his appointor, would result in the termination of his appointor's appointment as a Director;
 - 30.1.3 on the death of his appointor; or
 - 30.1.4 when his appointor's appointment as a Director terminates.

SHARES

31. ALL SHARES TO BE FULLY PAID UP

- 31.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 31.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

32. POWER TO ISSUE DIFFERENT CLASSES OF SHARES

- 32.1 Subject to these Articles and the prior written consent of Shareholders holding not less than 90 per cent of the number of the Company's Shares then in issue, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as the Company may by ordinary resolution determine.
- 32.2 Subject to the prior written consent of Shareholders holding not less than 90 per cent of the number of the Company's Shares then in issue, the Company may issue Shares, which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

33. 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 these Articles, the Company is not in any way to be bound by, or obliged to recognise, any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

34. EXCLUSION OF DIRECTORS' POWER TO ALLOT SHARES

Save to the extent that they are so authorised by these Articles or by an ordinary resolution, the Directors must not exercise any power of the Company to allot Shares, or to grant rights to subscribe for or to convert any security into Shares.

35. EXCLUSION OF STATUTORY PRE-EMPTION REQUIREMENTS

The requirements of sections 561 and 562 of the Act do not apply to any allotment of equity securities by the Company.

SHARE CERTIFICATES

36. ISSUE OF SHARE CERTIFICATES

36.1 The Company must issue each Shareholder with one or more certificates in respect of the Shares which that Shareholder holds.

36.2 Except as specified in these Articles, all certificates must be issued free of charge.

36.3 Every certificate must specify:

36.3.1 the number and class of the Shares to which it relates;

36.3.2 the nominal value of those Shares;

36.3.3 that the Shares are fully paid; and

36.3.4 any distinguishing numbers assigned to them.

36.4 No certificate may be issued in respect of Shares of more than one class.

36.5 In the case of a Share held jointly by more than one person, the Company is not required to issue more than one certificate for the Share and delivery of a certificate to one of the joint holders is sufficient delivery to them all.

36.6 Every certificate must:

36.6.1 have affixed to it the common seal of the Company; or

36.6.2 be otherwise executed in accordance with the Companies Acts.

37. REPLACEMENT SHARE CERTIFICATES

37.1 If a certificate issued in respect of a Shareholder's Shares is:

37.1.1 damaged or defaced; or

37.1.2 alleged to have been lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

37.2 A Shareholder exercising the right to be issued with a replacement certificate under Article 37.1:

37.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

37.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

37.2.3 must comply with such conditions as to evidence and indemnity and must pay to the Company such reasonable fee as the Directors may decide.

38. SHARE TRANSFERS

38.1 The Shareholder shall not Transfer any Shares, unless such Transfer is required or permitted pursuant to, and in each case carried out in accordance with, the provisions of these Articles.

38.2 The Shareholder shall procure that the Company:

38.2.1 shall register any Transfer of Shares required or permitted pursuant to, and in each case carried out in accordance with, the provisions of these Articles; and

38.2.2 shall not register a Transfer of Shares unless such Transfer of Shares is required or permitted pursuant to, and in each case carried out in accordance with, the provisions of these Articles, and the Shareholder shall provide the Company with such information as the Company may reasonably require for the purposes of determining whether a Transfer of Shares is required or permitted.

38.3 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors. The instrument of transfer must be executed by or on behalf of the transferor.

38.4 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.

38.5 The Company may retain any instrument of transfer which is registered.

38.6 The transferor remains the holder of a Share until the transferee's name is entered in the Register as the holder of it.

TRANSMISSION OF SHARES

39. RIGHTS OF TRANSMITTEE

39.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.

39.2 A transmittee who produces such evidence of entitlement to Shares as the Directors may properly require:

39.2.1 may, subject to these Articles, choose either to become the holder of those Shares or to have them transferred to another person; and

39.2.2 subject to these Articles and pending any transfer of the Shares to another person has the same rights as the holder had.

39.3 However, subject to Article 39.2, a transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which it is entitled, by reason of the holder's death or bankruptcy or otherwise, unless it becomes the holder of those Shares.

40. EXERCISE OF A TRANSMITTEE'S RIGHTS

40.1 A transmittee who wishes to become the holder of a Share to which it has become entitled must notify the Company in writing of that wish.

- 40.2 If a transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 40.3 Any transfer made or executed under this Article 40 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.

41. TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name (or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Article 40.2) has been entered in the Register as the holder of those Shares.

DIVIDENDS AND OTHER DISTRIBUTIONS

42. PROCEDURE FOR DECLARING DIVIDENDS

- 42.1 The Company shall distribute to the Shareholder by way of dividend in respect of each Accounting Period an amount of the Company's profits that:
- 42.1.1 has Shareholder approval; and
 - 42.1.2 is lawfully available for distribution for that Accounting Period.
- 42.2 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.
- 42.3 No dividend may be declared or paid unless it is in accordance with Shareholder's respective rights.
- 42.4 Unless the Shareholder's resolution to declare or the Directors' decision to pay a dividend or the terms on which Shares are issued specify otherwise, the 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.
- 42.5 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.
- 42.6 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.
- 42.7 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 a fixed or interim dividend on Shares with deferred or non-preferred rights.

43. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 43.1 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:
- 43.1.1 transfer to a bank or building society account specified in writing by the distribution recipient;

- 43.1.2 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 in writing by the distribution recipient;
 - 43.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
 - 43.1.4 any other means of payment as the Directors agree in writing with the distribution recipient.
- 43.2 In these Articles, the “**distribution recipient**” means, in respect of a Share in respect of which a dividend or other sum is payable:
- 43.2.1 the holder of the Share; or
 - 43.2.2 if the Share has two or more joint holders, whichever of them is named first in the Register; or
 - 43.2.3 if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

44. CURRENCY OF PAYMENT

- 44.1 Subject to these Articles and to the rights attaching to any Shares, any dividend or other sum payable on or in respect of a Share may be declared or paid in whatever currency the Directors may decide.
- 44.2 If a dividend is to be paid in a currency other than the currency in which it was declared, the rate of exchange to be used for conversion of the dividend shall be such rate as the Directors may decide.

45. NO INTEREST ON DISTRIBUTIONS

- 45.1 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:
 - 45.1.1 the terms on which the Share was issued; or
 - 45.1.2 the provisions of another agreement between the holder of that Share and the Company.

46. UNCLAIMED DISTRIBUTIONS

- 46.1 All dividends or other sums which are:
 - 46.1.1 payable in respect of Shares; and
 - 46.1.2 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.
- 46.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 46.3 If:
 - 46.3.1 10 years have passed from the date on which a dividend or other sum became due for payment; and

46.3.2 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.

47. NON-CASH DISTRIBUTIONS

47.1 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 shares or other securities in any company).

47.2 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:

47.2.1 fixing the value of any assets;

47.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

47.2.3 vesting any assets in trustees.

48. WAIVER OF DISTRIBUTIONS

48.1 A distribution recipient may waive his entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect. In order to be effective, the notice must be signed by or on behalf of the distribution recipient.

48.2 If:

48.2.1 the Share has more than one holder; or

48.2.2 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 by, and signed by or on behalf of, all the holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

49. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

49.1 Subject to these Articles, the Directors may:

49.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

49.1.2 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.

49.2 Capitalised sums must be applied:

49.2.1 on behalf of the persons entitled; and

49.2.2 in the same proportions as a dividend would have been distributed to them.

GENERAL MEETINGS

50. FREQUENCY OF GENERAL MEETINGS

A general meeting of the Shareholder must be held at least once in every calendar year at such time and place as the Directors may decide.

51. CALLING GENERAL MEETINGS

The Directors may call a general meeting whenever they think fit and must, on the requisition of the Shareholder pursuant to the Companies Acts, proceed to call a general meeting in accordance with the Companies Acts.

52. NOTICE OF GENERAL MEETINGS

52.1 Notice of a general meeting must state:

52.1.1 the time and date of the meeting; and

52.1.2 the place of the meeting.

52.2 Notice of a general meeting must describe in reasonable detail the business to be dealt with at the meeting and set out the terms of any resolution to be proposed at the meeting.

53. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

53.1 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.

53.2 A person is able to exercise the right to vote at a general meeting when:

53.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

53.2.2 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.

53.3 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.

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

53.5 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.

54. QUORUM FOR GENERAL MEETINGS

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

54.2 The quorum for a general meeting shall, for all purposes, be two Shareholders present in person or by proxy and entitled to vote provided that, if the Company has only one Shareholder, that Shareholder present in person or by proxy shall be a quorum.

55. CHAIRING GENERAL MEETINGS

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

55.2 If:

55.2.1 the Directors have not appointed a Chairman; or

55.2.2 the Chairman is unwilling to chair the meeting or is not present within 30 minutes of the time at which a meeting was due to start,

the Directors present or, if no Directors are present, the meeting must appoint a Director or Shareholder to chair the meeting. The appointment of the chairman of the meeting must be the first business of the meeting.

56. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

56.1 Directors may attend and speak at general meetings, whether or not they are s Shareholder.

56.2 The chairman of the meeting may permit other persons who are not Shareholders or otherwise entitled to exercise the rights of the Shareholder in relation to general meetings to attend and speak at a general meeting.

57. ADJOURNMENT

57.1 If the persons attending a general meeting within 30 minutes (or such longer interval as the chairman of the meeting may decide) 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.

57.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

57.2.1 the meeting consents to an adjournment, or

57.2.2 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.

57.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

57.4 When adjourning a general meeting, the chairman of the meeting must:

57.4.1 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

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

57.5 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 the adjourned meeting:

57.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

57.5.2 containing the same information which such notice is required to contain.

57.6 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

58. METHOD OF VOTING

- 58.1 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.
- 58.2 A poll on a resolution may be demanded;
- 58.2.1 in advance of the general meeting where it is to be put to the vote; or
 - 58.2.2 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.
- 58.3 A poll may be demanded by:
- 58.3.1 the chairman of the meeting;
 - 58.3.2 the Directors;
 - 58.3.3 two or more persons having the right to vote on the resolution; or
 - 58.3.4 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.
- 58.4 Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution on a show of hands has or has not been passed, or has or has not been passed by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of the Company is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

59. PROCEDURE ON A POLL

- 59.1 Polls at general meetings must be taken immediately and in such manner as the chairman of the meeting directs.
- 59.2 On a poll, votes may be given in person or by proxy and a Shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 59.3 The result of the poll shall be deemed to be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 59.4 A demand for a poll may be withdrawn if:
- 59.4.1 the poll has not yet been taken; and
 - 59.4.2 the chairman of the meeting consents to the withdrawal.
- 59.5 Where a demand for a poll is withdrawn:
- 59.5.1 if it is withdrawn before the result of a show of hands is declared, the meeting shall continue as if the demand had not been made; and
 - 59.5.2 if it is withdrawn after the result of a show of hands is declared, the demand shall not be taken to have invalidated that result.

60. VOTES FOR SHAREHOLDERS

60.1 Subject to these Articles and to any rights or restrictions as to voting attached to any Shares:

60.1.1 on a vote on a resolution on a show of hands at a meeting:

- (a) every Shareholder who is present in person and entitled to vote on the resolution has one vote; and
- (b) every proxy present who has been duly appointed by one or more Shareholders, entitled to vote on the resolution has one vote, except where:
 - (i) the proxy has been duly appointed by more than one Shareholder entitled to vote on the resolution; and
 - (ii) the proxy has been instructed (1) by one or more of those Shareholders to vote for the resolution and by one or more other of those Shareholders to vote against it or (2) by one or more of those Shareholders to vote in one way on the resolution and by one or more other of those Shareholders to use his discretion how to vote and the proxy wishes to use his discretion to vote in the other way on the resolution,

in which case, the proxy has one vote for and one against the resolution; and

60.1.2 on a vote on a resolution on a poll, every Shareholder who is present in person or by proxy and entitled to vote on the resolution has one vote for every Share of which he is the holder.

60.2 In the case of joint holders of a Share, the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority is to be determined by the order in which the names of the joint holders stand in the Register.

61. ERRORS AND DISPUTES

61.1 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.

61.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

62. APPOINTMENT OF PROXIES

62.1 A Shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend or to attend and to speak and vote at a general meeting.

62.2 A Shareholder may appoint more than one proxy in relation to a meeting provided that each proxy is appointed to exercise the rights attached to a different Share or Shares held by him.

63. PROXY NOTICES

63.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

- 63.1.1 states the name and address of the Shareholder appointing the proxy;
- 63.1.2 identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed;

- 63.1.3 is signed by or on behalf of the Shareholder appointing the proxy or is authenticated in such manner as the Directors may determine; and
- 63.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy notice relates.
- 63.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 63.3 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 and the proxy is obliged to vote (or abstain from voting) in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes (or abstains from voting) as he has been instructed and will not incur any liability for failing to do so. Failure by a proxy to vote (or abstain from voting) as instructed at a meeting does not invalidate the proceedings at that meeting.
- 63.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 63.4.1 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
 - 63.4.2 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.
- 63.5 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.
- 63.6 If a proxy notice is not signed 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.

64. DELIVERY OF PROXY NOTICES

- 64.1 A proxy notice must be delivered to the Company not less than 48 hours before the time appointed for the holding of the general meeting or adjourned meeting to which the proxy notice relates.
- 64.2 The Directors may, in their discretion, determine that, in calculating the period referred to in Article 64.1, no account is to be taken of any part of a day that is not a Business Day.

65. REVOCATION OF PROXY NOTICES

- 65.1 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.
- 65.2 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.

66. CORPORATE REPRESENTATIVES

- 66.1 In accordance with the Act, a corporation (whether or not a company within the meaning of the Act) which is a Shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at any general meeting. For the purposes of these Articles, the corporation is deemed to be present in person at any general meeting if any person so authorised is present at it and all references in these Articles to attendance and voting in person are to be construed accordingly.
- 66.2 A Director, the Secretary (if any) or any other person authorised for the purpose by the Directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

67. AMENDMENTS TO RESOLUTIONS

- 67.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 67.1.1 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
 - 67.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 67.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 67.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 67.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 67.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

COMMUNICATIONS

68. MEANS OF COMMUNICATION

- 68.1 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 Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 68.2 Any notice, document or information sent or supplied by or to the Company is deemed to have been received by the intended recipient:
- 68.2.1 if sent by first class post, at the expiration of 24 hours after it was put in the post (or, where second class post is used, at the expiration of 48 hours after it was put in the post) and, in proving such receipt, it will be sufficient to show that the notice, document or information was properly addressed to the intended recipient and put into the postal system with postage paid;
 - 68.2.2 if sent by hand or by courier, at the time it is left at or delivered to the relevant address;

- 68.2.3 if sent by electronic means, at the time it was sent and, in proving such receipt, it will be sufficient to show that the notice, document or information was properly addressed to the intended recipient; and
- 68.2.4 if sent or supplied by being made available on a website, when it was first made available on the website or, if later, when the intended recipient received (or is deemed to have received) notice of the fact that the notice, document or information was available on the website.
- 68.3 In calculating a period of hours for the purposes of Article 68.2, no account is to be taken of any part of a day that is not a Business Day.
- 68.4 A notice, document or information is properly addressed to the intended recipient for the purposes of Article 68.2 if it is addressed to the intended recipient at an address permitted by the Act.
- 68.5 Subject to these Articles, any notice, document or information to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices, documents or information for the time being.
- 68.6 A Director may agree with the Company that notices, documents or information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than that provided in this Article 68.
- 69. JOINT HOLDERS**
- 69.1 Except as otherwise provided in these Articles:
- 69.1.1 any notice, document or information which is authorised or required to be sent or supplied to joint holders of a Share may be sent or supplied to the joint holder whose name stands first in the Register in respect of the Share, to the exclusion of the other joint holder(s);
- 69.1.2 anything which needs to be agreed or specified by the joint holders of a Share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the Register in respect of the Share.

ADMINISTRATIVE ARRANGEMENTS

70. COMPANY SECRETARY

- 70.1 The Directors may appoint any person who is willing to act to be the secretary of the Company for such term, at such remuneration and otherwise upon such conditions as the Directors think fit.
- 70.2 The Directors may at any time remove any person so appointed from office and, if the Directors so decide, appoint another in his place.

71. COMPANY SEALS

- 71.1 Any common seal may only be used by the authority of the Directors.
- 71.2 The Directors may decide by what means and in what form any common seal is to be used.
- 71.3 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.

- 71.4 For the purposes of this Article 71, an authorised person is:
- 71.4.1 any Director;
 - 71.4.2 the Secretary (if any); or
 - 71.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

72. RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 72.1 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company or agreed by the Shareholder, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

73. 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' LIABILITIES

74. INDEMNITY

- 74.1 Subject to Article 74.2 but without prejudice to any indemnity to which a Relevant Director may otherwise be entitled, every Relevant Director shall be indemnified out of the Company's assets against:

- 74.1.1 any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any of its Affiliates;
- 74.1.2 any liability incurred by or attaching to him in connection with the activities of the Company or any of its Affiliates as trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
- 74.1.3 any other liability incurred by or attaching to him as an officer of the Company or any of its Affiliates.

Where a Relevant Director is indemnified against any liability in accordance with this Article 74.1, such indemnity shall extend to all costs, charges, losses, expenses liabilities incurred by him in relation thereto.

- 74.2 Article 74.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 74.3 For the purposes of this Article 74 and Article 75, "**Relevant Director**" means any director or former director of the Company.

75. INSURANCE

- 75.1 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.

75.2 For the purposes of this Article 75, “**Relevant Loss**” means any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to the Company, any subsidiary of the Company or any pension fund or employees’ share scheme of the Company or any subsidiary of the Company.