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05 March 2024

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WHITEHOUSE FARM BATTERY BARN LIMITED

CONTENTS

1	Preliminary	1
2	Interpretation.....	2
3	Unanimous decisions of directors.....	4
4	Calling a directors' meeting	5
5	Quorum for directors' meetings	5
6	Chairing of directors' meetings	5
7	Transactions or other arrangements with the company	6
8	Records of directors' decisions to be kept.....	7
9	Number of directors	7
10	Appointment of directors.....	7
11	Appointment and removal of alternate directors.....	8
12	Rights and responsibilities of alternate directors	8
13	Termination of alternate directorship	9
14	Secretary	10
15	Share capital	10
16	Dividends	11
17	Return of capital.....	11
18	Voting.....	11
19	Share transfers – General	12
20	Permitted Share transfers.....	13
21	Share transfers - Drag along rights	13
22	Voting at shareholders' meetings	16
23	Poll votes at shareholders' meetings.....	16
24	Proxies	16
25	Notices	16
26	Indemnity and insurance	17

Company number: 15360631

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

WHITEHOUSE FARM BATTERY BARN LIMITED

(Adopted by special resolution passed on 05 March 2024)

INTRODUCTION

1 PRELIMINARY

- 1.1 The model articles for private companies limited by shares set out in Schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these articles of association (**Model Articles**) shall apply to the company, save insofar as they are varied or excluded by, or are inconsistent with the following articles; and the following articles together with the Model Articles are the **Articles**.
- 1.2 References in these Articles:
- (a) to a numbered Article are to a numbered Article as set out in this document, and
 - (b) to a numbered Article of the Model Articles are to the Article as numbered in the Model Articles.
- 1.3 Articles 8(1), 9(1), 11(2) and 11(3), 12, 13, 14, 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the company.
- 1.4 Article 7 of the Model Articles shall be amended by:
- (a) the insertion of the words "for the time being" at the end of Article 7(2)(a) of the Model Articles; and

- (b) the insertion in Article 7(2) of the Model Articles of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.5 Article 17(1) of the Model Articles shall be amended by the insertion of the words "provided that the appointment does not cause the number of directors in office for the time being (excluding alternate directors who are not also directors) to exceed any maximum number fixed or otherwise determined in accordance with these articles" at the end of that article.
- 1.6 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.7 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.8 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".
- 1.9 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".
- 1.10 If there is any inconsistency between the following articles and the Model Articles, the following articles shall prevail.

2 INTERPRETATION

- 2.1 The following definitions and rules of interpretation apply in these Articles:

A Director means a director who has been appointed by an A Shareholder pursuant to and in accordance with the provisions of Article 10.1 or Article 10.2;

Act means the Companies Act 2006 and every statutory modification or re-enactment of it for the time being in force;

appointor has the meaning given in Article 11.1;

A Shares means A ordinary shares of £1.00 each in the capital of the company;

A Shareholder means a holder for the time being of any A Shares and shall include the personal representatives of a deceased holder;

A Shareholder Consent means the consent of the holder(s) of not less than 85% by nominal value of all A Shares.

Board means the board of directors of the company;

B Shares means B ordinary shares of £1.00 each in the capital of the company;

B Shareholder means a holder for the time being of any B Shares and shall include the personal representatives of a deceased holder;

Business Day means a working day, as such term is defined in section 1173 of the Act;

Control: has the meaning given in section 1124 of the CTA 2010;

C Shares means C ordinary shares of £1.00 each in the capital of the company;

C Shareholder means a holder for the time being of any C Shares and shall include the personal representatives of a deceased holder;

Drag Along Notice has the meaning given in Article 21.2;

Drag Along Option has the meaning given in Article 21.1;

Dragged Shareholders has the meaning given in Article 21.1;

Dragged Shares has the meaning given in Article 21.2(a);

Dragging Shareholders has the meaning given in Article 21.1;

Dragging Shares has the meaning given in Article 21.1;

EB means Edward Bott, being the sole A Shareholder as at the date of adoption of these Articles;

Eligible Director means a director who would be entitled to vote on the matter at a meeting of directors;

New Shareholder has the meaning given in Article 21.10

Permitted Transfer means a transfer of Shares permitted by Article 20;

Proposed Drag Buyer has the meaning given in Article 21.1;

Relevant Loss has the meaning given in Article 26.4(a);

Relevant Officer has the meaning given in Article 26.4(b);

Shareholder means a holder for the time being of any Shares and shall include the personal representatives of a deceased holder;

Shares means shares in the issued capital of the company regardless of the class of share;

Winding up means a distribution pursuant to a winding up, dissolution or liquidation (solvent or insolvent) or any analogous event of the Company.

2.2 In these Articles:

- (a) save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- (b) headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- (c) words denoting the singular shall include the plural and vice versa; and
- (d) a reference to any gender shall include a reference to all the genders.

3 UNANIMOUS DECISIONS OF DIRECTORS

3.1 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.

3.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

- 3.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

4 CALLING A DIRECTORS' MEETING

Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

5 QUORUM FOR DIRECTORS' MEETINGS

- 5.1 Subject to Article 6.2 and to Article 5.3, the quorum for the transaction of business at a meeting of directors is one Eligible Director, which must include at least one A Director unless:

- (a) there is no A Director appointed at that time; or
- (b) each A Director appointed at that time has, in respect of any particular meeting (or part of a meeting) otherwise agreed in writing, ahead of such meeting; or

in which case, the quorum for such meeting (or part of the meeting, as the case may be) shall be any two Eligible Directors.

- 5.2 If, at any time, there is only one director appointed the quorum necessary for the transaction of the business of the directors shall be reduced to one but only for so long as there is just one director appointed.

6 CHAIRING OF DIRECTORS' MEETINGS

- 6.1 EB shall always whilst he is appointed as a director be the chairperson and (unless he is not in attendance or declines so to act) shall chair all Board meetings. The directors may appoint another director to be the chairperson at and for those periods (if any) when EB is not appointed as a director.

- 6.2 If the appointed chairperson is unable to attend any Board meeting or otherwise declines to chair any Board meeting, the directors shall appoint another director to act as chairperson in their place at that meeting.

- 6.3 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson, if it is EB, shall have a casting vote but, if it is not EB, shall not have a casting vote.

7 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to the provisions of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

- 7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- 7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 7.3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction, arrangement or contract or proposed transaction, arrangement or contract in which he is interested;
- 7.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- 7.6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7.7 The following shall not be treated as an **interest** of a Director:

- (a) an interest of which a Director is not aware and of which it is unreasonable to expect them to be aware, or an interest in a transaction or arrangement of which they are not aware and of which it is unreasonable to expect them to be aware; and
- (b) an interest which cannot reasonably be regarded as giving rise to a conflict of interest.

8 RECORDS OF DIRECTORS' DECISIONS TO BE KEPT

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

9 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to either a minimum or maximum number and if there shall, at any time, be only one director appointed that director shall have authority to exercise all the powers and discretions that are vested in the directors of the company generally.

10 APPOINTMENT OF DIRECTORS

- 10.1 Notwithstanding the provisions of Articles 16 and 17 of the Model Articles, each A Shareholder shall be entitled at any time whilst they are an A Shareholder and from time to time to appoint either themselves or some other person who has been approved in advance by all of the other A Shareholders (if any).
- 10.2 At the date of adoption of these Articles, EB, in his capacity as the sole A Shareholder, shall be deemed to have appointed himself as a director pursuant to Article 10.1.
- 10.3 Every appointment and removal by an A Shareholder under Article 10.1 save for any that is deemed to occur under Article 10.2 shall be effected by a memorandum in writing signed by that A Shareholder and delivered to the registered office of the company or at a meeting of the directors.

- 10.4 In any case where, as a result of death or bankruptcy or otherwise, the Company has no Shareholders and no Directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against them or otherwise ceased to be a Shareholder (as the case may be) has the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.

11 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 11.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

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

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

- 11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

- 11.3 The notice must:

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

12 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

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

- 12.2 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;

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

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

12.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of Articles 12.3 (a) and (b).

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

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

13 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- 13.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

- 13.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 13.3 on the death of the alternate's appointor; or
- 13.4 when the alternate's appointor's appointment as a director terminates.

14 SECRETARY

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

15 SHARE CAPITAL

- 15.1 The A Shares, the B Shares and the C Shares shall each be deemed to represent separate classes of shares for such purposes as are specifically provided for in these Articles, but otherwise shall rank *pari passu* in all respects as if they constituted one class of share.
- 15.2 On the transfer or issue of any Share as permitted by these Articles:
- (a) a Share that is transferred to a person who is not already a Shareholder shall remain of the same class as before the transfer;
 - (b) a Share that is issued to a person who is not already a Shareholder shall be of such class as may be determined at the time of issue; and
 - (c) a Share that is transferred or issued to a person who is already a Shareholder shall automatically be redesignated on transfer or designated on issue (as relevant and applicable) as a Share of the same class as those Shares already held by that Shareholder.
- 15.3 If no Shares of a class are in issue from time to time and at any time, these Articles shall, for the relevant period, be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by,

Shareholders of that class or directors appointed by that class (if and as appropriate).

16 DIVIDENDS

16.1 The A Shares, the B Shares and the C Shares shall each be treated as a separate class of shares in relation to the declaration of dividends so that different levels of dividend can be declared in respect of, and to the exclusion of, each class of Shares.

16.2 Accordingly, every meeting of the directors, a committee of the directors or a general meeting of the company at which a dividend is declared shall by the board (acting with A Shareholder Consent) or ordinary resolution (as appropriate), direct that such dividend be paid, as required, in respect of A Shares and/or B Shares and/or the C Shares.

17 RETURN OF CAPITAL

On a Winding Up, the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of A Shares, B Shares and C Shares *pari passu* as if the A Shares, B Shares and C Shares constitute a single class of Shares, *pro rata* to their respective holdings of Shares.

18 VOTING

18.1 The A Shares shall confer on each A Shareholder the right to receive notice of and to attend, speak and vote at all general meetings of the company and receive and vote on proposed written resolutions of the Company.

18.2 The B Shares are non-voting and accordingly shall not confer any right on the holders thereof to receive notice of, attend, speak or vote at any general meeting of the Company or on any written resolution of the Company.

18.3 The C Shares are non-voting and accordingly shall not confer any right on the holders thereof to receive notice of, attend, speak or vote at any general meeting of the Company or on any written resolution of the Company.

19 SHARE TRANSFERS – GENERAL

- 19.1 References to the transfer of a Share includes a disposition of any interest in any Share (or the income or capital or other rights thereto) whether legal, beneficial or otherwise, including the entry into any option or other agreement (conditionally or otherwise) for the possible sale or transfer thereof or grant of any security thereover, and whether or not for consideration or by written disposition or otherwise.
- 19.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 19.3 The instrument of transfer of a Share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor (but need not be executed by or on behalf of the transferee). The transferor shall remain the holder of the Shares concerned until the name of the transferee is entered in the register of Shareholders in respect of them.
- 19.4 The Directors may refuse to register the transfer of any Share:
- (a) On which the Company has a lien;
 - (b) unless:
 - (i) the transfer instrument is lodged at the Company's registered office or at such other place in England or Wales as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - (ii) it is in respect of only one class of Shares; and
 - (iii) it is in favour of not more than four transferees; or
 - (c) to a person who is (or who the Directors reasonably believe to be) under 18 years of age or who does not have (or who the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share.
- 19.5 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is a Permitted Transfer, in which case the Directors shall, subject to Articles 19.4 and 19.7, register the transfer of the relevant Share and any transfer or purported transfer of any Share made otherwise than in accordance with these Articles shall be void and of no effect whatsoever.
- 19.6 The Directors may require any Shareholder or other person entitled to transfer a Share or any person named as the transferee in any transfer lodged for registration to provide the Company with such information and evidence as the Directors may

consider necessary to ensure that any transfer lodged for registration is authorised under these Articles. If the information or evidence shall not be provided to the satisfaction of the Directors within a reasonable time, the Directors shall be entitled to refuse to register the transfer concerned.

19.7 If, in relation to a transfer of Shares, the transferor of those Shares is a party to any agreement between some or all of the Shareholders (being an agreement in addition to these Articles) then the Directors will:

- (a) require the transferee of such Shares to enter into a written undertaking (in such form as the Directors may prescribe) to be bound by the provisions of such agreement; and
- (b) decline to register the transfer of such Shares unless and until the transferee has entered into such written undertaking.

20 PERMITTED SHARE TRANSFERS

Subject to Article 19, a Shareholder (or the legal personal representatives of a deceased Shareholder) shall be permitted to transfer the legal title and/or beneficial ownership of a Share (without restriction as to price or otherwise) with A Shareholder Consent or in accordance with Article 21 (**Permitted Transfer**).

21 SHARE TRANSFERS - DRAG ALONG RIGHTS

21.1 In this Article 21, the term **Dragging Shareholders** shall mean the holders of the A Shares.

21.2 If at any time at least 50% the Dragging Shareholders wish to transfer their interests in the A Shares (**Dragging Shares**) to a bona fide arms' length purchaser (**Proposed Drag Buyer**) which would, if carried out, result in the Proposed Drag Buyer acquiring Control of the Company, the Dragging Shareholders shall have the option (**Drag Along Option**) to require the B Shareholders and C Shareholders (**Dragged Shareholders**) to sell and transfer all their interest in Shares, for the nominal value of the Shares, to the Proposed Drag Buyer (or as the Proposed Drag Buyer may direct) in accordance with the provisions of this Article 21.

21.3 The Dragging Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (**Drag Along Notice**) to the Company, which the Company

shall forthwith copy to the Dragged Shareholders, at any time before the completion of the transfer of the Dragging Shareholders' Shares to the Proposed Drag Buyer. A Drag Along Notice shall specify:

- (a) that the Dragged Shareholders are required to transfer all their Shares (**Dragged Shares**) pursuant to this Article 21;
- (b) the identity of the Proposed Drag Buyer;
- (c) the consideration payable for the Dragged Shares to be received (directly or indirectly) by the Dragged Shareholders which shall be the nominal value of the Dragged Shares; and
- (d) the proposed date of completion of transfer of the Dragged Shares.

21.4 A Drag Along Notice shall lapse if, for any reason, the Dragging Shareholders have not completed the transfer of all the Dragging Shares to the Proposed Drag Buyer (or as the Proposed Drag Buyer may direct) within 60 days of serving the Drag Along Notice. The Dragging Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

21.5 Subject to Article 21.4 no Drag Along Notice shall require a Dragged Shareholder to agree to any terms except those specifically set out in this Article 21.

21.6 Completion of the sale and purchase of the Dragged Shares shall take place on the same date as, and shall be conditional upon the completion of, the sale and purchase of the Dragging Shares.

21.7 Within 5 Business Days of the Company copying the Drag Along Notice to the Dragged Shareholders, the Dragged Shareholders shall deliver to the Company duly executed stock transfer forms for their Shares in favour of the Proposed Drag Buyer (or as the Proposed Drag Buyer may direct), together with the share certificates in respect of those Shares (or a suitable indemnity in respect thereof). On the expiration of that 5 Business Day period, the Company shall pay the Dragged Shareholders, on behalf of the Proposed Drag Buyer, the amounts they are respectively due pursuant to this Article 21 to the extent the Proposed Drag Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due shall be a good discharge to the Proposed Drag Buyer. The Company shall hold the amounts due to the Dragged Shareholders in trust for the Dragged Shareholders without any obligation to pay interest.

- 21.8 To the extent that the Proposed Drag Buyer has not, on the expiration of the 5 Business Day period referred to in Article 21.7, put the Company in funds to pay the amounts due, to the Dragged Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or indemnity) for the relevant Shares and the Dragged Shareholders shall have no further rights or obligations under this Article 21 in respect of their Shares except in the event that a further Drag Along Notice is served.
- 21.9 If any Dragged Shareholder fails to deliver to the Company duly executed stock transfer forms and the share certificates (or a suitable indemnity in respect thereof) in respect of the Dragged Shares held by him upon the expiration of the 5 Business Day Period, the Company and each Director shall be constituted the agent of such defaulting Dragged Shareholder to take such actions and enter into any agreements or documents as are necessary to effect the transfer of the relevant Dragged Shares and the Company shall, if requested by the Proposed Drag Buyer, authorise any Director to transfer the relevant Dragged Shares on behalf of the defaulting Dragged Shareholders to the Proposed Drag Buyer against receipt by the Company (on trust for such holder) of the consideration payable for the Dragged Shares. After the Proposed Drag Buyer (or the person nominated by the Proposed Drag Buyer) has been registered as the holder of any such Dragged Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 21.
- 21.10 Following the issue of a Drag Along Notice but prior to completion of the relevant transfer, upon any person becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, whether or not pursuant to an employee share option scheme (**New Shareholder**), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares acquired by him to the Proposed Drag Buyer (or as the Proposed Drag Buyer may direct) and the provisions of this Article 21 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Dragged Shares.

22 VOTING AT SHAREHOLDERS' MEETINGS

- 22.1 At any general meeting (including any adjournment thereof) the chairperson of such meeting shall not have a second or casting vote on an equality of votes, whether on a show of hands or on a poll.
- 22.2 A corporation being a Shareholder shall be deemed to be personally present if represented by a duly authorised representative.

23 POLL VOTES AT SHAREHOLDERS' MEETINGS

- 23.1 A poll may be demanded at any general meeting by any Shareholder present and entitled to vote at the meeting.
- 23.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

24 PROXIES

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

25 NOTICES

- 25.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or 5 Business Days after posting either to an address outside the United Kingdom or from outside the

United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider):

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 25.1, no account shall be taken of any part of a day that is not a Business Day.

- 25.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

26 INDEMNITY AND INSURANCE

- 26.1 Subject to Article 26.2 but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

- (a) each Relevant Officer shall be indemnified by the company out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation thereto; and
 - (ii) in relation to the activities of a company (whether or not the company) that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Act) acting in this capacity,

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

- (b) the company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 29.1(a) and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

26.2 Article 26.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

26.3 The company shall, at the expense of the company, effect and maintain for each director policies of insurance insuring each director against any Relevant Loss. The company may choose to do the same for any Relevant Officer who is not a director.

26.4 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 Relevant Officer's duties or powers in relation to the company or any pension fund or employees' share scheme of the company; and
- (b) **Relevant Officer** means any director or other officer or former director or other officer of the company.