
Company Name: **EARLS GATE ENERGY CENTRE LIMITED**
(the "Company")

Company Number: **SC484891**

WRITTEN RESOLUTION


proposed pursuant to Chapter 2 of Part 13 of the Companies Act 2006

Circulation Date: **17 December** 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution contained on **PAGE 2** of this document be passed as a special resolution within the meaning of section 283 Companies Act 2006.

Please read the important notes contained on PAGE 3 of this document before signifying your agreement to the special resolution.

Dated: **17 December** 2018


.....
By Order of the Board
Director

Registered Office: C/O Burness Pauli
120 Bothwell Street
Glasgow
Scotland
G2 7JL



**COMPANIES HOUSE
EDINBURGH**

09 JAN 2019

FRONT DESK

SPECIAL RESOLUTION

THAT the draft articles of association attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

IMPORTANT NOTES

- 1 If you agree with the special resolution contained on **PAGE 2** of this document, please indicate your agreement by signing and dating this document where indicated below on **PAGE 4** and returning it to the Company using one of the following methods:
 - (a) **By hand:** delivering the signed copy to Daniel Down at Gowling WLG (UK) LLP, 4 More London Riverside, London, SE1 2AU;
 - (b) **By post:** returning the signed copy by post to Daniel Down at Gowling WLG (UK) LLP, 4 More London Riverside, London, SE1 2AU; or
 - (c) **By e-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to daniel.down@gowlingwlg.com.
- 2 If you do not agree to the special resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the special resolution, you may not revoke your agreement.
- 4 Unless, by 14 January 2019 (being the period of 28 days beginning with the circulation date of this written resolution), sufficient agreement has been received for the special resolution to be passed, it will lapse. If you agree to the special resolution, please ensure that your agreement reaches us before or during this date.

AGREEMENT

*Please read the important notes on **PAGE 3** of this document before signifying your agreement to the special resolution set out on **PAGE 2**.*

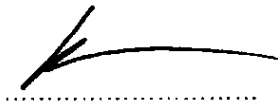
The undersigned, being the sole member entitled to vote on the special resolution contained on **PAGE 2** of this document on 17 December 2018, hereby irrevocably agrees to that special resolution.

Name of Shareholder

Signature

Date

Duly authorised signatory
for and on behalf of
EGEC HOLDINGS LIMITED
(CRN: SC517944)



.....

17 December 2018

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
EARLS GATE ENERGY CENTRE LIMITED

CMS Cameron McKenna LLP
191 West George Street
Glasgow
G2 2LD
T +44 141 222 2200
F +44 141 222 2201

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Company Number: SC484891

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

of

EARLS GATE ENERGY CENTRE LIMITED

(Adopted by Special Resolution passed on ~~17~~ December 2018)

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS, EXCLUSION OF MODEL ARTICLES

1.1 The model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI2008/3229) as amended shall not apply to the Company and these Articles shall be the only regulations of the Company.

1.2 In these Articles, unless the context requires otherwise:

“**Adoption Date**” means the date first specified above;

“**Affiliate**” means in relation to a person:

- (a) (using the definitions in the Companies Act), a subsidiary undertaking of that person, a parent undertaking of that person or any other subsidiary undertaking of that parent undertaking;
- (b) a trustee, general partner, principal, manager or investment or asset adviser of a person referred to in paragraph (a) above;
- (c) any trust, limited partnership, fund or corporate entity in which a person referred to in paragraph (b) is the trustee, general partner, principal, manager or investment or asset adviser;
- (d) (using the definitions in the Companies Act), a subsidiary undertaking of an entity referred to in paragraph (b) or paragraph (c), a parent undertaking of that person or any other subsidiary undertaking of that parent undertaking; and
- (e) any entity in which that person holds an interest (and any entity which holds in that person an interest) that confers significant influence or joint control or irredeemable rights to acquire (directly or indirectly) an interest that confers significant influence or joint control;

“Affiliated Company” means a company which is an Affiliate of another company;

“Alternate” or **“Alternate Director”** has the meaning given in Article 21.1;

“Appointor” has the meaning given in Article 21.1;

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

“Board” means the board of Directors of the Company;

“Business Day” means a day other than a Saturday or Sunday on which banks are generally open for normal business in Edinburgh and in London;

“CA 2006” means the Companies Act 2006;

“Chairman” has the meaning given in Article 11.1;

“Chairman of the Meeting” has the meaning given in Article 41.4;

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

“Company” means Earls Gate Energy Centre Limited, a company incorporated in Scotland with company number SC484891;

“Director” means a director of the Company, and includes any Alternate Director duly appointed and acting as a director;

“Distribution Recipient” has the meaning given in Article 33.4;

“Document” includes, unless otherwise specified, any document sent or supplied in Electronic Form;

“Electronic Form” has the meaning given in section 1168 CA 2006;

“Eligible Director” means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);

“Encumbrance” means any encumbrance or security interest of any kind whatsoever including, without limitation, a mortgage, charge, pledge, lien, hypothec, right to acquire, right of pre-emption, option, conversion right, third party right or interest, right of set-off or counterclaim, trust arrangement or any other type of preferential agreement (such as a retention of title arrangement) having similar effect or any other rights exercisable by third parties;

“Finance Documents” means any documentation in respect of the provision of lending facilities or security for such facilities entered into by the Company or its Affiliates from time to time;

“HoldCo” means EGECH Holdings Limited, a company registered in Scotland with registered number SC517944;

“HoldCo Shareholder” means the Holder of HoldCo Shares from time to time;

“HoldCo Shareholder Group” means, in relation to a HoldCo Shareholder, that Shareholder and its Affiliates;

“HoldCo Shares” means the ordinary shares of £1.00 each in the issued share capital of HoldCo from time to time;

“Holder” in relation to Shares or HoldCo Shares (as the case may be) means the person whose name is entered in the register of members as the holder of the Shares or HoldCo Shares (as the case may be);

“Member” has the meaning given in section 112 CA 2006;

“Ordinary Resolution” has the meaning given in section 282 CA 2006;

“paid” means paid or credited as paid;

“Participate” in relation to a Directors’ meeting, has the meaning given in Article 9.1;

“Proxy Notice” has the meaning given in Article 47.1;

“Related Party” has the meaning set out in Article 14.1;

“Related Party Board Meeting” has the meaning set out in Article 14.1;

“Related Party Business Item” has the meaning set out in Article 14.1;

“Related Party Directors” has the meaning set out in Article 14.3;

“Shareholder” means any Holder of Shares from time to time;

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

“Special Resolution” has the meaning given in section 283 CA 2006; 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.

- 1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in CA 2006, as in force on the date when these Articles become binding on the Company.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an “Article” is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.6.1 any subordinate legislation from time to time made under it;
- 1.6.2 any amendment or re-enactment,
- and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. LIABILITY OF MEMBERS

The liability of each Member is limited to the amount, if any, unpaid on the Shares held by that Member.

DIRECTORS' POWERS AND RESPONSIBILITIES

3. DIRECTORS' GENERAL AUTHORITY

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

4. SHAREHOLDERS' RESERVE POWER

The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution invalidates anything which the Directors have done before the passing of such resolution.

5. DIRECTORS MAY DELEGATE

- 5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- 5.1.1 to such person or committee;
- 5.1.2 by such means (including by power of attorney);
- 5.1.3 to such an extent;
- 5.1.4 in relation to such matters or territories; and
- 5.1.5 on such terms and conditions,

as they think fit.

- 5.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 5.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. COMMITTEES

- 6.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 6.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7. DIRECTORS DECISIONS

- 7.1 Any decision of the Directors must be, taken either at a meeting or in accordance with Article 7.2.
- 7.2 Subject to Article 7.3, a decision of the Directors is taken in accordance with this Article when either:
 - 7.2.1 the requisite number of Eligible Directors indicate to each other by any means that they share a common view on a matter (and such a decision may take the form of a resolution in Writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in Writing, or may be in Electronic Form); or
 - 7.2.2 a proposed decision has been notified (by any means permitted by these Articles) to all Eligible Directors and the requisite number of Eligible Directors indicate to each other by any means that they agree on that decision (and such a decision may take the form of a resolution in Writing, copies of which have been signed by the requisite number of the

Eligible Directors or to which the requisite number of Eligible Directors has otherwise indicated agreement in Writing, or may be in Electronic Form).

- 7.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a Directors' meeting.

8. CALLING A DIRECTORS' MEETING

- 8.1 Unless otherwise requested by a majority of the Shareholders, the meetings of Board shall be convened and held:

8.1.1 at least once a quarter and a written agenda specifying the matters to be raised at any such meeting shall (either together with the notice convening the meeting or not less than seven days prior to the date of the meeting) be sent to each Director entitled to receive notice of any such meeting; and

8.1.2 at the request of any Director, a written notice specifying the matters to be raised at the meeting of the Board shall be sent by the Director calling the relevant meeting (either together with the notice convening the meeting or not less than seven days prior to the date of the meeting), to all Directors entitled to receive notice of any such meeting.

- 8.2 Without prejudice to the provisions of Article 8.1, any Director may call a Directors' meeting in the case of urgent matters by giving not less than five Business Days' notice (or such shorter notice period as the Directors may agree) of the meeting to the Directors.

- 8.3 Notice of any Directors' meeting must indicate:

8.3.1 its proposed date and time;

8.3.2 where it is to take place; and

8.3.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 8.4 Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in Writing to him at his last known address or any other address given by him to the Company for this purpose or sent in Electronic Form to such address (if any) for the time being specified by him or on his behalf to the Company for that purpose. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in Writing to him to such address given by him to the Company for this purpose, whether or not out of the United Kingdom, or be sent by electronic means to such

address (if any) for the time being notified by him to the Company for that purpose. If no such request is made to the Directors, it shall not be necessary to send notice of a meeting of the Directors to a Director who is for the time being absent from the United Kingdom.

- 8.5 All Directors' meetings will be held at such location as may be agreed from time to time by the Directors (or by the Shareholders from time to time, if there is no prior agreement by the Directors).

9. PARTICIPATION IN DIRECTORS' MEETINGS

- 9.1 Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when:

9.1.1 the meeting has been called and takes place in accordance with the Articles; and

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

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

- 9.3 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, or failing such agreement, the place of the meeting will be deemed to be where the Chairman was.

- 9.4 For the avoidance of doubt, a Director may Participate in a meeting of the Directors or a meeting of a committee of Directors by means of a conference telephone, video conferencing facility, computer based telecommunications software or similar communications equipment whereby all of the Directors participating in the meeting can hear each other. A Director participating in a meeting in this manner shall be deemed, for the purposes of calculating the quorum, to be present in person at the meeting.

10. QUORUM FOR DIRECTORS' MEETINGS

- 10.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- 10.2 The quorum for Directors' meetings shall (subject to Articles 10.3 and 16) be one Director (or his Alternate) appointed by each HoldCo Shareholder Group holding 12.5% or more of the HoldCo Shares in issue at the time.

- 10.3 For the purposes of any meeting (or part of a meeting) held in accordance with Article 15.5 to authorise a Director's conflict, if there is only one Eligible Director

in office other than the Conflicted Director(s), the quorum for that meeting (or part of a meeting) is one Eligible Director.

- 10.4 If there is no quorum at any duly convened Board meeting, the meeting will be reconvened to consider and, if thought fit, pass the same resolutions at the same place and time on the day falling two Business Days after the inquorate meeting was scheduled to be held, at which meeting the quorum shall be as set out in Article 10.2. If that reconvened meeting is also inquorate, a third meeting shall be reconvened at the same place and time on the day falling two Business Days after the second inquorate meeting was scheduled to be held by notice to all HoldCo Shareholders, Directors and Alternates attaching full drafts of the proposed resolutions and underlying Documents and reminding the HoldCo Shareholders, Directors and Alternates of the quorum requirements for that third meeting which shall be the Directors (or Alternates) who attended any of the immediately preceding first or second inquorate meetings (the “**Attending Directors**”) or any other Director (including an Alternate) appointed by each HoldCo Shareholder that appointed an Attending Director. If at the third reconvened meeting a quorum is not present in accordance with Article 10.2, the meeting shall continue and shall be deemed to be quorate however the Board may only pass resolutions at that meeting if remote participation is possible and only such resolutions may be passed which were included in the agenda of the immediately preceding two inquorate meetings and only in the form included in the proposals attached to the invitation.
- 10.5 For the purposes of Articles 10.2 to 10.4, an Alternate Director shall (so far as the context permits) be deemed to be a Director, and shall be taken to have been appointed by the same HoldCo Shareholder as appointed the Director for whom he acts as an Alternate Director.
- 10.6 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to make arrangements for the HoldCo Shareholders to appoint further Directors.

11. CHAIRING OF DIRECTORS’ MEETINGS

- 11.1 The HoldCo Shareholders entitled to appoint a Director may appoint the chairman of the Board (who shall be one of the Directors) (“**the Chairman**”). In circumstances where the shareholding of each HoldCo Shareholder is equal, the chairmanship will rotate for a period of six months between the HoldCo Shareholders entitled to appoint a Director. The order of rotation will be as agreed between such HoldCo Shareholders and failing agreement, as determined by drawing lots. In circumstances where a HoldCo Shareholder holds a greater number of HoldCo Shares than the other HoldCo Shareholders, such HoldCo Shareholder may appoint the Chairman until such time as that HoldCo Shareholder ceases to hold a greater number of HoldCo Shares. The Chairman shall not be entitled to a casting vote. If the decision of the Directors at any Board meeting is split, the Chairman shall use all reasonable endeavours to reconcile the split decision

- 11.2 In the event of the Director appointed as Chairman ceasing to be a Director (or resigning from office as Chairman) during the one year period, the HoldCo Shareholder which appointed the outgoing Chairman will be entitled to appoint one of the other Directors appointed by it as Chairman in his place (and similarly if any further vacancy in the office of Chairman arises during that period).
- 11.3 During any period when a Chairman has a Conflict of Interest in respect of his role as chair of the Company arising from any matter of the nature referred to in Article 14 or Article 15:
- 11.3.1 he shall automatically cease to hold office as Chairman; and
- 11.3.2 the powers of the HoldCo Shareholder which appointed that Chairman shall be suspended for so long as that Conflict of Interest subsists,
- and some other HoldCo Shareholder (as agreed by the other HoldCo Shareholders) shall appoint a Chairman in his place (including the right to fill any vacancies which arise).
- 11.4 If the Chairman is not participating in a Directors' meeting within 15 minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.
- 11.5 Any Director may appoint up to two representatives ("**Observers**") (without the prior written approval of the other HoldCo Shareholders) to attend and observe any meeting of the Board but, for the avoidance of doubt, they shall not be entitled to vote at any such meeting. The Director responsible for the appointment of each Observer shall send any such Observer copies of the written notice and written agenda in respect of each Board meeting and all Observers shall adhere to any confidentiality requirements specified by the Board or the Shareholders in respect of such information and the contents of any meeting they attend.

12. VOTING AT DIRECTORS' MEETINGS

- 12.1 The general practice should be to seek unanimity at Directors' meetings. If there is a disagreement at any Directors' meeting, the Chairman will use all reasonable efforts to reconcile the different viewpoints among the Directors and Alternate Directors present at the meeting. Decisions of the Directors will be taken in accordance with Article 7 and this Article 12.
- 12.2 The Director(s) appointed by a given HoldCo Shareholder Group (and/or the Alternate(s) appointed by any such Director(s)) who are present at a Directors' meeting shall be entitled (in aggregate) to that number of votes which equates to the number of HoldCo Shares held by that HoldCo Shareholder Group. If two or more Directors appointed by any one HoldCo Shareholder Group are present, they shall each have the number of votes equal to the HoldCo Shares held by that HoldCo Shareholder Group divided by the number of those Directors appointed by the HoldCo Shareholders Group who are present at the relevant meeting.

- 12.3 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting does not have a casting vote.

13. DIRECTORS' INTERESTS IN TRANSACTIONS

- 13.1 Subject to Article 14, if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is in any way directly or indirectly interested (a Director shall be considered to be interested in an actual or proposed transaction or arrangement if the HoldCo Shareholder Group who appointed him is interested), that Director may (subject to the other provisions of these Articles) Participate in the decision making process for quorum and voting purposes provided that the relevant interest either:

13.1.1 has been duly declared in accordance with section 177 or section 182 CA 2006, as the case may require; or

13.1.2 is not required by the terms of either of those sections to be declared.

- 13.2 So long as the relevant interest falls within Article 13.1.1 or 13.1.2, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction with the Company:

13.2.1 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;

13.2.2 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or Participate in any majority or unanimous decision, in respect of any such matter or proposed matter in which he is interested;

13.2.3 may act by him 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; and

13.2.4 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.

14. RELATED PARTY CONFLICTS

- 14.1 For the purposes of this Article 14, a **"Related Party Board Meeting"** shall mean a meeting of a Board convened to consider any of the following matters (each a **"Related Party Business Item"**):

14.1.1 the enforcement by the Company of any obligation incumbent upon a HoldCo Shareholder or any Affiliate of that HoldCo Shareholder

(“**Related Party**”) or the enforcement by the Company of any right against a Related Party (including, for the avoidance of doubt, termination rights) under any agreement, Document or arrangement entered into between the Company and the Related Party;

14.1.2 the defence by a Company against the enforcement by a Related Party of any obligation incumbent upon the Company or the defence by the Company against the enforcement of any right by a Related Party against the Company under any agreement, Document or arrangement made between the Company and the Related Party; or.

14.1.3 the suspension or termination of any agreement, Document or arrangement entered into between the Company and the Related Party.

14.2 Notice of a Related Party Board Meeting shall be prepared and circulated in accordance with Article 8 and shall specify the relevant Related Party Business Item as an item for discussion.

14.3 All Directors (including, for the avoidance of doubt, Directors (or their respective Alternates) appointed or nominated by the Related Party (or its Affiliate) (“**Related Party Directors**”)) shall, unless agreed otherwise by the other Directors, be entitled to attend and Participate in full discussions at such Related Party Board Meeting, including discussions concerning the Related Party Business Item.

14.4 Any decision at any Related Party Board Meeting concerning a Related Party Business Item shall be made by a decision of the Directors other than the Related Party Directors. For the avoidance of doubt, the quorum for such meeting (including any meeting which is reconvened in accordance with Article 10) shall not include a Director appointed or nominated by the Related Party (or its Affiliate) and the Related Party Directors’ votes shall be disregarded for the purposes of calculating the percentage of the relevant approvals pursuant to Article 7.

14.5 If a Director, its appointing HoldCo Shareholder or an Affiliate of that HoldCo Shareholder has any direct or indirect financial or commercial interest in any matter (other than a Related Party Business Item) which conflicts or is reasonably likely to conflict with the interests of the Company and which is to be considered or voted upon at a meeting of the Board or which is to be subject of a written resolution of the Directors:

14.5.1 unless that Director has already given a general notice of his interest in accordance with relevant law, that Director must without delay declare that interest by giving written notice to each other Director setting out the nature and extent of the interest and the relation of the interest to the affairs of the Company; and

14.5.2 for so long as the Relevant Director complies with Article 13, that Director is entitled to vote (and be counted in a quorum at a meeting) on matters that relate to the interest.

15. CONFLICTS OF INTEREST

15.1 The provisions of this Article shall apply in relation to the exercise of the power of the Directors to Authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under section 175(1) CA 2006 to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

15.2 In this Article 15:

“Authorise” means to authorise in accordance with section 175(5)(a) CA 2006 and **“Authorisation”**, **“Authorised”** and cognate expressions shall be construed accordingly;

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

“Conflicted Director” means a Director in relation to whom there is a Conflicting Matter and/or where:

15.2.1 the Director is an employee or director of, or shareholder or member with a substantial interest in, the counterparty to the relevant contract with the relevant Company (the **“Counterparty”**); or

15.2.2 the Director has been appointed as a Director of the relevant Company by or on the nomination of the Counterparty; or

15.2.3 the Director is an employee, director, appointee of, or member with a substantial interest in, a body (a) which holds a substantial interest in the Counterparty or (b) in which the Counterparty has a substantial interest or (c) which is an Affiliate of the Counterparty;

and on the basis that a substantial interest shall be taken to be an interest which confers an entitlement to 10% or more of the voting rights at general meetings of the relevant body or 10% or more of the distributable profits of the relevant body.

“Conflicting Matter” means a matter which would or might (if not Authorised) constitute or give rise to a breach of the duty of a Director under section 175(1) CA 2006 to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company; and

an interest or duty is **“Material”** unless it cannot reasonably be regarded as likely to give rise to a Conflict of Interest.

- 15.3 The provisions of this Article apply without prejudice (and subject) to the provisions of section 175(6) CA 2006. Nothing in these Articles shall invalidate an Authorisation.
- 15.4 A Conflicted Director seeking Authorisation of any Conflicting Matter shall disclose to the Directors the nature and extent of the Conflicting Matter as soon as is reasonably practicable. The Conflicted Director shall provide the Directors with such details of the Conflicting Matter as are necessary for the Directors to decide how to address the Conflicting Matter, together with such additional information as may be requested by the Directors.
- 15.5 Any Director (including the Conflicted Director) may propose that a Conflicted Director's Conflicting Matter be Authorised. Any such proposal, and any Authorisation given by the Directors, shall be effected in the same way as any other matter may be proposed to and resolved on by the Directors under the provisions of these Articles, except that:
- 15.5.1 the Conflicted Director and any other interested Director shall not count towards the quorum nor vote on any resolution giving that Authorisation; and
- 15.5.2 the Conflicted Director and any other interested Director may, if the Directors so decide, be excluded from any meeting of the Directors while the Conflicting Matter and the giving of that Authorisation are under consideration.
- 15.6 Where the Directors Authorise a Conflicted Director's Conflicting Matter:
- 15.6.1 the Directors may (whether at the time of giving the Authorisation or subsequently):
- (a) require that the Conflicted Director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the Directors or otherwise) related to the Conflicting Matter;
- (b) impose on the Conflicted Director such other terms or conditions for the purpose of dealing with any actual or potential Conflict of Interest which may arise from the Conflicting Matter as they may determine;
- 15.6.2 the Conflicted Director shall conduct himself in accordance with any terms or conditions imposed by the Directors in giving that Authorisation;
- 15.6.3 the Directors may provide that, where the Conflicted Director obtains (otherwise than through his position as a Director) information that is confidential to a third party, the Conflicted Director will not be obliged

to disclose the information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;

15.6.4 the terms of the Authorisation shall be recorded in Writing (but the Authorisation shall be effective whether or not the terms are so recorded); and

15.6.5 the Directors may revoke or vary the Authorisation at any time but no such action will affect anything done by the Conflicted Director prior to that action in accordance with the terms of the Authorisation.

15.7 A Director who has directly or indirectly an interest or a duty in a matter which is Material and which conflicts or may conflict with the interests of the Company may (subject to the other provisions of these Articles) Participate in the decision making process for quorum and voting purposes, notwithstanding his interest or duty, at any meeting at which the matter is considered provided that:

15.7.1 he has disclosed the nature and extent of his interest or duty giving rise to his Conflict of Interest; and

15.7.2 where his Conflict of Interest is constituted by or arises from a Conflicting Matter of his, that Conflicting Matter (or any breach of his duty under section 175(1) CA 2006 by reason of that Conflicting Matter) has been Authorised or ratified (either in accordance with these Articles or by the Members) and the Director has not been required to be excluded from participation in discussions and/or the making of decisions related to the matter.

15.8 Without prejudice to Articles 15.1 to 15.7, a Director may be an officer or employee of the HoldCo Shareholder which appointed him or of any Affiliate of that HoldCo Shareholder. The duty of directors under section 175 CA 2006 to avoid situations under which they have, or could have, a direct or indirect interest that conflicts or possibly might conflict, with the interests of the Company shall not extend to any such relationship with the HoldCo Shareholder which appointed him or with any such Affiliate.

16. ADDITIONAL PROVISIONS ABOUT DIRECTORS' INTERESTS AND CONFLICTS

16.1 A Director shall not, by reason of his office or of the resulting fiduciary relationship, be liable to account to the Company for any benefit which he (or a person connected with him) derives from:

16.1.1 an interest to which Article 13.1.1 or Article 13.1.2 applies; or

16.1.2 a Conflicting Matter Authorised by the Directors,

and no transaction or arrangement shall be liable to be rendered void on the grounds of any such interest or benefit.

- 16.2 If a question arises at a meeting of the Directors about whether a Director (other than the Chairman of the Meeting) has an interest or a Conflict of Interest for the purposes of Articles 13 or 15, or if he can vote or be counted in the quorum, and the Relevant Director does not agree to abstain from voting on the issue or not to be counted in the quorum, the question must be referred to the Chairman of the Meeting. The ruling of the Chairman of the Meeting about any other Director is final and conclusive, unless the nature or extent of the Director's interest (so far as it is known to him) has not been fairly disclosed to the Directors.
- 16.3 If a question of the kind referred to in Article 16.2 arises in relation to the Chairman of the Meeting, the question shall be decided by a resolution of the Directors. The Chairman of the Meeting cannot vote on the question but can be counted in the quorum. The Directors' resolution in relation to the Chairman of the Meeting is conclusive, unless the nature and extent of the Chairman's interest (so far as it is known to him) has not been fairly disclosed to the Directors.
- 16.4 The Company may by Ordinary Resolution ratify any transaction or arrangement which has not been properly Authorised by reason of a contravention of these Articles.

17. RECORDS OF DECISIONS TO BE KEPT

- 17.1 The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.
- 17.2 Where a decision of the Directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye.

18. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS

19. METHOD OF APPOINTING DIRECTORS

- 19.1 Each HoldCo Shareholder Group shall be entitled to:
- 19.1.1 appoint one individual as a Director of the Company in respect of every 12.5% tranche of HoldCo Shares that it holds ; and
 - 19.1.2 remove from office any Director previously appointed by it

by notice in Writing to the Company at its registered office.

- 19.2 Any appointment or removal of a Director under Article 19.1 shall have effect from 48 hours after the date on which the relevant notice is given to the Company and the other Shareholders or with effect from such later date as may be stated in the notice.
- 19.3 If a Holder of HoldCo Shares ceases to have any power to appoint a Director (through the operation of Article 19.1) as a result of ceasing to hold at least 12.5% of the number of HoldCo Shares in issue, any Director appointed by that Holder of HoldCo Shares shall automatically vacate office with effect from the time when it ceased to have that power.
- 19.4 If the powers of a HoldCo Shareholder in relation to the appointment of Directors are reduced (through the operation of Article 19.1.1) as a result of a diminution in the proportion of HoldCo Shares which it or its HoldCo Shareholder Group holds relative to the number of HoldCo Shares in issue, it shall, on or before the time when its powers are so reduced, exercise its powers in relation to removal of its appointed Director(s) under Article 19.1.2 so as to reduce the number of Directors appointed by it who are in office to a figure which complies with the maximum which will be applicable under Article 19.1.1 under its reduced powers.
- 19.5 If, in the circumstances referred to in Article 19.3 or 19.4, the relevant HoldCo Shareholder fails to exercise its powers in relation to removal of Directors in accordance with that Article within one Business Day, the Company shall immediately remove the Director(s) in excess of the maximum then applicable under Article 19.1.1. The Director(s) who is/are to vacate office under the preceding provisions of this Article shall be the Director or Directors who was/were most recently appointed by the relevant HoldCo Shareholder Group, and on the basis that where two or more were appointed on the same date, the question of which of them shall vacate office shall be determined on the basis of the order in which the names appear in the Company's register of directors (with the Director(s) whose name or names appear last being the Director(s) to vacate office).

20. TERMINATION OF DIRECTOR'S APPOINTMENT

- 20.1 A person ceases to be a Director as soon as:
- 20.1.1 that person ceases to be a Director by virtue of any provision of CA 2006, or is disqualified from acting as a Director by virtue of the Company Directors Disqualification Act 1986, or is otherwise prohibited from being a Director by law;
- 20.1.2 that person vacates office through the operation of Article 19.1.2, 19.3 to 19.5;

- 20.1.3 that person has persistently failed to comply in any material respect with any relevant Articles relative to the conduct and actions of Directors;
 - 20.1.4 that person is convicted of a criminal offence (other than any offence considered by all of the Shareholders to be a minor road traffic offence);
 - 20.1.5 an order for bankruptcy is made against that person;
 - 20.1.6 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 20.1.7 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
 - 20.1.8 notification is received by the Company from the Director that the Director is resigning and such resignation has taken effect in accordance with its terms.
- 20.2 In any case where a person ceases to be a Director under Article 20.1:
- 20.2.1 the HoldCo Shareholder which appointed that person as a Director shall (subject to Articles 19.1 to 19.5), as soon as reasonably practicable, appoint some other individual as a Director in his place; and
 - 20.2.2 the HoldCo Shareholder which appointed that person as a Director shall indemnify the Company in respect of any liability which the Company may have to that person in respect of loss of office.

21. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 21.1 Any Director (the “**Appointor**”) may appoint as an Alternate any other Director, or any other person, to:
- 21.1.1 exercise that Director's powers; and
 - 21.1.2 carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.
- 21.2 Any appointment or removal of an Alternate may be effected by any Director (other than an Alternate) upon his giving at least 48 hours written notice (or such shorter notice period as the other Directors may from time to time agree) to the Company and the HoldCo Shareholders.
- 21.3 The notice must:

- 21.3.1 identify the proposed Alternate; and
- 21.3.2 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.

22. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

22.1 An Alternate Director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the Alternate's Appointor.

22.2 Except as the Articles specify otherwise, Alternate Directors:

- 22.2.1 are deemed for all purposes to be Directors;
- 22.2.2 are liable for their own acts and omissions;
- 22.2.3 are subject to the same restrictions as their Appointors; and
- 22.2.4 are not deemed to be agents of or for their Appointors.

22.3 A person who is an Alternate Director but not a Director:

- 22.3.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
- 22.3.2 may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor).

No Alternate may be counted as more than one Director for the above purposes.

22.4 Subject to the Articles, if a Director has an interest in an actual or proposed transaction or arrangement with the Company:

- 22.4.1 that Director's Alternate may not vote on any proposal relating to it unless the interest has been duly declared (if so required by section 177 or section 182 CA 2006) and in any event will not be entitled to vote on any matter if his Appointor would not have been entitled to vote on that matter; but
- 22.4.2 this does not preclude the Alternate from voting in relation to that transaction or arrangement on behalf of another Appointor who does not have such an interest.

22.5 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is:

- 22.5.1 not participating in a Directors' meeting, and

22.5.2 would have been entitled to vote if he were participating in it.

22.6 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director.

23. TERMINATION OF ALTERNATE DIRECTORSHIP

23.1 An Alternate Director's appointment as an Alternate terminates:

23.1.1 when the Alternate's Appointor revokes the appointment by notice to the Company in Writing specifying when it is to terminate;

23.1.2 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;

23.1.3 on the death of the Alternate's Appointor; or

23.1.4 when the Alternate's Appointor's appointment as a Director terminates.

24. DIRECTORS' REMUNERATION

Directors shall not be entitled to any remuneration in respect of their services to the Company as Directors.

25. OFFICERS' EXPENSES

25.1 No Shareholder, HoldCo Shareholder or Director shall be entitled to any fees or the reimbursement of any costs or expenses in respect of the services provided to the Company by a Director in his capacity as such.

SHARES AND DISTRIBUTIONS

26. SHARES

26.1 The share capital of the Company shall consist of ordinary shares of £1 each. Subject to any special rights which may be attached to any class of Shares issued on or after the date of incorporation of the Company, the rights attaching to the Shares are as follows:

26.1.1 on a return of assets on liquidation or otherwise, the remaining assets of the Company available for distribution among the Members shall be distributed amongst them in proportion to the number of Shares held by them respectively;

26.1.2 the profits of the Company available for distribution and resolved to be distributed in respect of any financial year of the Company shall be distributed among the Members. Every dividend shall be distributed to

the Members in proportion to the number of Shares held by them respectively; and

- 26.1.3 subject to any special rights, privileges or restrictions attached to any Shares, at a general meeting of the Company on a show of hands every Members who is present (through its duly authorised representative, authorised under section 323 of the Act) or represented by proxy shall have one vote for every Share it holds, and on a poll every Member present via its representative or represented by proxy shall have one vote for every Share which it holds.

27. POWER TO ALLOT SHARES

- 27.1 Subject to the Articles, but without prejudice to Article 27.2 or to the rights attached to any existing share, the Company may authorise the Directors to issue further classes of shares with such rights or restrictions as may be determined by Special Resolution.
- 27.2 The Directors are generally and unconditionally authorised, in accordance with section 551 of the Companies Act, to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or convert any security into shares in the Company.
- 27.3 Sections 561 and 562 of the Companies Act are excluded.
- 27.4 No shares shall be allotted without the prior written consent of the Shareholders by way of a Special Resolution.
- 27.5 The Company may authorise the directors to issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Company by Special Resolution may determine the terms, conditions and manner of redemption of any such shares.
- 27.6 In the event that rights and restrictions attaching to shares are determined by Special Resolution, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Companies Act in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the Articles.

28. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder's absolute ownership of it and all the rights attaching to it.

29. SHARE CERTIFICATES

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

29.2 Every certificate must specify:

29.2.1 in respect of how many Shares, of what class, it is issued;

29.2.2 the nominal value of those Shares;

29.2.3 that the Shares are fully paid (if that is the case) or (in any other case) the amount paid up on them;

29.2.4 any distinguishing numbers assigned to them; and

29.2.5 a legend setting out as follows:

“Any sale, assignment, transfer, mortgage, pledge or other disposition of the shares represented by this certificate is restricted by the terms of the articles of association of the company from time to time.”

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

29.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

29.5 Certificates must:

29.5.1 have affixed to them the Company’s common seal; or

29.5.2 be otherwise executed in accordance with the CA 2006.

30. REPLACEMENT SHARE CERTIFICATES

30.1 If a certificate issued in respect of a Shareholder’s Shares is:

30.1.1 damaged or defaced; or

30.1.2 said to be lost, stolen or destroyed,

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

30.2 A Shareholder exercising the right to be issued with such a replacement certificate:

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

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

30.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

31. SHARE TRANSFERS

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

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

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

31.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.

31.5 No Shareholder may transfer its Shares and the Directors shall not register any such transfer, unless that transfer is made in accordance with the provisions of these Articles.

31.6 The Directors shall approve without delay any transfer of Shares providing the requirements of the Articles in this regard have been complied with and the transfer of Shares is permitted under these Articles. If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

DIVIDENDS AND OTHER DISTRIBUTIONS

32. PROCEDURE FOR DECLARING DIVIDENDS

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

32.2 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.

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

32.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

- 32.5 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.
- 32.6 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.
- 32.7 If the Directors act in good faith, they will 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.

33. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 33.1 Except as otherwise provided by the Articles or the rights attached to Shares, all dividends must be:

33.1.1 declared and paid according to the amounts paid up on the Shares on which the dividend is paid; and

33.1.2 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.

- 33.2 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.

- 33.3 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:

33.3.1 transfer to a bank or building society account specified by the Distribution Recipient in Writing;

33.3.2 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 in Writing;

33.3.3 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

33.3.4 any other means of payment as the Directors agree with the Distribution Recipient in Writing.

- 33.4 In these Articles, the **"Distribution Recipient"** means, in respect of a Share in respect of which a dividend or other sum is payable:

33.4.1 the Holder of the Share;

33.4.2 if the Share has two or more joint Holders, whichever of them is named first in the register of members.

33.5 To the extent lawfully available for distribution, the full amount of the Company's profits lawfully available for distribution in each financial year, after making provision for sufficient working capital, the redemption of senior debt and/or sub-debt and making such transfers to reserves to the extent provided for and as contemplated by any financial model and provisions which, in the opinion of the Board (acting reasonably), ought to be made, may be distributed by the Company to the Shareholders in proportion to the number of Shares held and registered in the name of each Shareholder (unless the Shareholders agree otherwise) and for these purposes the Shareholders shall rank *pari passu*.

34. NO INTEREST ON DISTRIBUTIONS

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

34.1.1 the terms on which the Share was issued; or

34.1.2 the provisions of another agreement between the Holder of that Share and the Company.

35. UNCLAIMED DISTRIBUTIONS

35.1 All dividends or other sums which are:

35.1.1 payable in respect of Shares; and

35.1.2 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.

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

35.3 If:

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

35.3.2 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.

36. NON-CASH DISTRIBUTIONS

- 36.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company).
- 36.2 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:
- 36.2.1 fixing the value of any assets;
 - 36.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
 - 36.2.3 vesting any assets in trustees.

37. WAIVER OF DISTRIBUTIONS

- 37.1 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:
- 37.1.1 the Share has more than one Holder; or
 - 37.1.2 more than one person is entitled to the Share, whether by reason of the death, liquidation or sequestration of one or more joint Holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

38. AUTHORITY TO CAPITALISE; AND APPROPRIATION OF CAPITALISED SUMS

- 38.1 Subject to the Articles, the Directors may, if they are so Authorised by an Ordinary Resolution:
- 38.1.1 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
 - 38.1.2 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.

38.2 Capitalised sums must be applied:

38.2.1 on behalf of the persons entitled; and

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

38.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount determined by the Directors which are then allotted credited as fully paid or partly paid (as the Directors may decide) to the persons entitled or as they may direct.

38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing Shares held by the persons entitled or 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.

38.5 Subject to the Articles, the Directors may:

38.5.1 apply capitalised sums in accordance with Articles 38.3 and 38.4 partly in one way and partly in another;

38.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 38.5.2 (including the issuing of fractional certificates or the making of cash payments); and

38.5.3 authorise any person, on behalf of all the persons entitled, to enter into an agreement with the Company, and on the basis that that agreement will then be binding on all persons entitled, in respect of the allotment of Shares and debentures to them under this Article.

DECISION-MAKING BY SHAREHOLDERS

39. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39.1 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.

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

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

39.2.2 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.

39.3 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.

39.4 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.

39.5 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.

40. QUORUM FOR GENERAL MEETINGS

40.1 The quorum for the transaction of business at any general meeting of the Company shall, subject to Article 43.6, be one representative or proxy appointed by each Shareholder holding 12.5% or more of the Shares in issue, at the time when the relevant business is transacted.

40.2 Each Shareholder holding 12.5% or more of the Shares in issue at the time shall procure that one of the Directors it appoints (or an Alternate Director appointed by one of those Directors) shall be appointed as its representative for general meetings of the Company and each of the Shareholder's (if any) holding less than 12.5% of the Shares in issue at the time shall appoint an individual as its representative for general meetings of Company.

40.3 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.

41. CHAIRING GENERAL MEETINGS

41.1 If there is a Chairman in office, the Chairman shall chair general meetings if present and willing to do so.

41.2 If there is no Chairman in office, or if the Chairman is unwilling to chair the meeting or is not present within fifteen minutes after the time at which a meeting was due to start:

41.2.1 the Directors present; or

41.2.2 (if no Directors are present), the meeting,

must appoint a Director or the representative of a Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

41.3 A proxy appointed in accordance with section 324 CA 2006 or a corporate representative appointed under section 323 CA 2006 may chair a general meeting if appointed to do so in accordance with Article 41.2.

41.4 The person chairing a meeting in accordance with Article 41.2 is referred to as the **“Chairman of the Meeting”**.

42. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42.1 Directors may attend and speak at general meetings, notwithstanding that they are not Shareholders.

42.2 The Chairman of the Meeting may permit other persons who are not:

42.2.1 Shareholders of the Company; or

42.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting

43. ADJOURNMENT

43.1 If the persons attending a general meeting within 15 minutes after 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.

43.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

43.2.1 the meeting consents to an adjournment; or

43.2.2 it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.

43.4 When adjourning a general meeting, the Chairman of the Meeting must:

43.4.1 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

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

- 43.5 Unless the Shareholders agree otherwise, the continuation of an adjourned meeting must take place within four Business Days of the date of the meeting which was adjourned, and if the meeting is to consider an urgent matter, within two Business Days of the date of the meeting which was adjourned, and the Company must give at least one Business Days' notice of such meeting:
- 43.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 43.5.2 containing the same information which such notice is required to contain.
- 43.6 At a reconvened general meeting, the representatives or proxies appointed by the same Shareholders as the representatives or proxies who attended the original meeting shall constitute a quorum.
- 43.7 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

44. VOTING: GENERAL

- 44.1 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 the Articles The Chairman of the Meeting shall not have a casting vote.
- 44.2 No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the Company in respect of that Share have been paid.

45. ERRORS AND DISPUTES

- 45.1 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.
- 45.2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

46. POLL VOTES

- 46.1 A poll on a resolution may be demanded:
- 46.1.1 in advance of the general meeting where it is to be put to the vote; or
- 46.1.2 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.

- 46.2 A poll may be demanded by:
- 46.2.1 the Chairman of the Meeting;
 - 46.2.2 the Directors;
 - 46.2.3 two or more persons having the right to vote on the resolution; or
 - 46.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

- 46.3 A demand for a poll may be withdrawn if:

- 46.3.1 the poll has not yet been taken; and
- 46.3.2 the Chairman of the Meeting consents to the withdrawal.

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

- 46.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

47. CONTENT OF PROXY NOTICES

- 47.1 Proxies may only validly be appointed by a notice in Writing (a “**Proxy Notice**”) which:

- 47.1.1 states the name and address of the Shareholder appointing the proxy;
- 47.1.2 identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed;
- 47.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 47.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which it relates,

and a Proxy Notice which is not delivered in that form and in that manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting.

- 47.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

- 47.3 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.

- 47.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 47.4.1 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
 - 47.4.2 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.

48. DELIVERY OF PROXY NOTICES

- 48.1 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.
- 48.2 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.
- 48.3 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.
- 48.4 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.

49. AMENDMENTS TO RESOLUTIONS

- 49.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 49.1.1 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
 - 49.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 49.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
- 49.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 49.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 49.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS

50. MEANS OF COMMUNICATION TO BE USED

- 50.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the CA 2006 provides for Documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company.
- 50.2 Subject to the 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.
- 50.3 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 48 hours.

51. DELIVERY OF DOCUMENTS AND INFORMATION

- 51.1 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
- 51.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, at noon on the Business Day after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient);
- (a) if properly addressed and delivered by hand, when it was given or left at the appropriate address; and
- (b) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

- 51.2 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 CA 2006.
- 51.3 For the purposes of section 1147(3) CA 2006, where a Document or information is sent or supplied by the Company to any Member by electronic means, and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient one hour after it was sent (but subject to section 1147(5)).
- 51.4 Article 51.3 does not apply where a Document or information is in Electronic Form but is delivered by hand or by post or by other non-electronic means.
- 51.5 Where a Document or information is sent or supplied to the Company by one person (the “**Agent**”) on behalf of another person (the “**Sender**”), the Company may require reasonable evidence of the authority of the Agent to act on behalf of the Sender.

52. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company’s accounting or other records or Documents merely by virtue of being a Shareholder.

WINDING UP

53. WINDING UP

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 the Companies Act, divide among the Shareholders 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 Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is liability.

DIRECTORS’ INDEMNITY AND INSURANCE

54. INDEMNITY

- 54.1 Subject to Article 54.2, a Relevant Director of the Company or of an Affiliated Company may be indemnified out of the Company’s assets against:

54.1.1 any liability incurred by that Relevant Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Affiliated Company;

- 54.1.2 any liability incurred by that Relevant Director in connection with the activities of the Company or an Affiliated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA 2006); or
- 54.1.3 any other liability incurred by that Relevant Director as an officer of the Company or an Affiliated Company.
- 54.2 This Article 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.
- 54.3 In this Article a **“Relevant Director”** means any Director or former Director of the Company or of an Affiliated Company.
- 55. **INSURANCE**
- 55.1 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.
- 55.2 In this Article:
 - 55.2.1 a **“Relevant Director”** means any Director or former Director of the Company or of an Affiliated Company; and
 - 55.2.2 a **“Relevant Loss”** means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director’s duties or powers in relation to the Company, any Affiliated Company or any pension fund or employees’ share scheme of the Company or Affiliated Company.