

THE COMPANIES ACT 2006
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ZEGONA COMMUNICATIONS PLC

(Adopted by special resolution on 25 February 2015 and as amended by special resolution dated 22 September 2017)

1. EXCLUSION OF MODEL ARTICLES (AND ANY OTHER PRESCRIBED REGULATIONS)

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in the Companies (Model Articles) Regulations 2008 (SI 2008/3229)) shall apply as the articles of the Company. The following shall be the articles of association of the Company.

2. INTERPRETATION

2.1 In these Articles, unless the context otherwise requires:

“Act”	means the Companies Act 2006 as amended;
“address”	includes any number or address used for the purposes of sending or receiving documents or information by electronic means;
“Articles”	means these articles of association as altered from time to time and “Article” shall be construed accordingly;
“Board”	means the board of Directors for the time being of the Company or the Directors present or deemed to be present at a duly convened quorate meeting of the Directors;
“Benefit Plan Investor”	means any entity (i) that is an “employee benefit plan” subject to Part 4 of Subtitle B of Title I of ERISA, (ii) that is a plan, individual retirement account or other arrangement that is subject to section 4975 of the U.S. Tax Code, or (iii) whose underlying assets are considered to include “plan

	assets” of any plan, account or arrangement described in the preceding (i) or (ii);
“certificated shares”	means a share which is not an uncertificated share and references in these Articles to a share being held in certificated form shall be construed accordingly;
“clear days”	in relation to a period of notice, means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;
“Controlling Person”	means a person (other than a Benefit Plan Investor) who has discretionary authority or control with respect to the assets of the Company or any person who provides investment advice for a fee (direct or indirect) with respect to such assets, or any affiliate of any such person;
“Companies Acts”	means every statute (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies in so far as it applies to the Company;
“Company”	means Zegona Communications plc;
“Director”	means a director for the time being of the Company;
“ERISA”	means the U.S. Employee Retirement Income Security Act 1974 as amended;
“electronic form”	has the meaning given to it in section 1168 of the Act;
“electronic means”	has the meaning given to it in section 1168 of the Act;
“Founder Director”	means each of Eamonn O’Hare and Robert Samuelson;
“FSMA”	means the Financial Services and Markets Act 2000 as amended;
“member”	means a member of the Company, or where the context requires, a member of the Board or of any committee;

“Office”	means the registered office from time to time of the Company;
“Official List”	means the list of securities that have been admitted to listing which is maintained by the Financial Conduct Authority in accordance with section 74(1) of FSMA;
“Operator”	means Euroclear UK and Ireland Limited or such other person as may for the time being be approved by Her Majesty’s Treasury (the economic and finance ministry of the Government of the United Kingdom) as Operator under the uncertificated securities rules;
“paid up”	means paid up or credited as paid up;
“participating class”	means a class of shares title to which is permitted by the Operator to be transferred by means of a relevant system;
“Placing”	means the conditional placing of new ordinary shares to be issued by the Company at £1.20 per share on or around 9 March 2015;
“Prohibited Person”	means any person who by virtue of his holding or beneficial ownership of shares or warrants in the Company would or might in the opinion of the Board: (i) give rise to an obligation on the Company to register as an “investment company” under the U.S. Investment Company Act 1940 as amended; (ii) give rise to an obligation on the Company to register under the U.S. Exchange Act 1934, as amended or result in the Company not being considered a “foreign private issuer” as such term is defined in Rule 3b-4(c) under the U.S. Exchange Act 1934, as amended; or (iii) result in a Benefit Plan Investor holding shares in the Company;

“Register”	means the register of members of the Company to be maintained under the Act or as the case may be any overseas branch register maintained under Article 97;
“relevant system”	means a computer-based system which allows units of securities without written instruments to be transferred and endorsed pursuant to the uncertificated securities rules;
“Share Warrant”	means a warrant to bearer issued by the Company in respect of its shares;
“Seal”	means the common seal of the Company or, where the context allows, any official seal kept by the Company under section 50 of the Act;
“Secretary”	means the Company secretary appointed by the Board from time to time;
“Similar Laws”	means any state, local, non-U.S. or other laws or regulations similar to Part 4 Subtitle B of Title I of ERISA or section 4975 of the U.S. Tax Code or that would subject the Company to rules or regulations which would have the effect of the U.S. Plan Asset Regulations;
“uncertificated securities rules”	means any provision of the Companies Acts relating to the holding, evidencing of title to, or transfer of uncertificated shares and any legislation, rules or other arrangements made under or by virtue of such provision;
“uncertificated share”	means a share of a class which is at the relevant time a participating class, title to which is recorded on the Register as being held in uncertificated form and references in these Articles to a share being held in uncertificated form shall be construed accordingly;
“UKLA”	means the United Kingdom listing authority which is the Financial Conduct Authority when performing its functions under Part VI of FSMA;
“U.S. Investor Letter”	means a letter as agreed between the Company and a U.S. person duly completed by a U.S. person;

“U.S. Plan Asset Regulations” means the regulations promulgated by the U.S. Department of Labor at 29 CFR 2510.3-101, as modified by section 3(42) of ERISA;

“U.S. Plan Investor” means any (i) Benefit Plan Investor, or (ii) any governmental plan, church plan, non-U.S. plan or other investor whose purchase or holding of ordinary shares would be subject to any Similar Laws; and

“U.S. person” has the meaning given to the term “U.S. person” in Regulation S under the U.S. Securities Act 1933 as amended.

- 2.2 Headings are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 2.3 A person includes a corporate and an unincorporated body (whether or not having separate legal personality).
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 A reference to one gender shall include a reference to the other gender.
- 2.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.7 Any words or expressions defined in the Companies Acts in force when these Articles or any part of these Articles are adopted shall (if not inconsistent with the subject or context in which they appear) have the same meaning in these Articles or that part, save that the word “company” shall include any body corporate.
- 2.8 A reference to a document “**being signed**” or to “**signature**” includes references to its being executed under hand or under seal or by any other method and, in the case of a communication in electronic form, such references are to its being authenticated as specified by the Companies Acts.
- 2.9 A reference to “**writing**” or “**written**” includes references to any method of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or otherwise.
- 2.10 A reference to documents or information being sent or supplied by or to a company (including the Company) shall be construed in accordance with section 1148(3) of the Act.

- 2.11 A reference to a “**meeting**” shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

3. FORM OF RESOLUTION

Subject to the Companies Acts, where anything can be done by passing an ordinary resolution, this can also be done by passing a special resolution.

4. LIMITED LIABILITY

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

5. CHANGE OF NAME

The Company may change its name by resolution of the Board.

6. POWER TO ATTACH RIGHTS TO SHARES

Subject to the Companies Acts and to any rights attached to existing shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution determine, or if no ordinary resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine.

7. VARIATION OF RIGHTS

- 7.1 Where the share capital of the Company is divided into different classes of shares, the rights attached to any class of shares may, subject to the Companies Acts, be varied or abrogated in such a manner as those rights may provide for or, where no such provision is made:

7.1.1 with the consent of the holders of not less than three fourths in the nominal value of the issued shares of that class; or

7.1.2 (excluding any shares of that class held as treasury shares) with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

- 7.2 Unless otherwise expressly provided by the rights attached to any class of shares, the rights attached to any shares or class of shares shall not be deemed to be varied by the creation or issue of further shares ranking in some or all respects *pari passu* with them, or by the purchase or redemption by the Company of any of its own shares.

8. DIRECTORS’ POWER TO ALLOT

- 8.1 Subject to the Companies Acts, these Articles and to any relevant authority of the Company in general meeting required by the Act, the Board may offer, allot (with or without conferring rights of renunciation), grant options over or otherwise deal with or

dispose of shares or grant rights to subscribe for or convert any security into shares to such persons, at such times and upon such terms as the Board may decide. No share may be issued at a discount.

- 8.2 The Board may, at any time after the allotment of any share but before any person has been entered in the Register, recognise a renunciation by the allottee in favour of some other person and accord to the allottee of a share a right to effect such renunciation and/or allow the rights to be represented to be one or more participating securities, in each case upon the subject to such terms and conditions as the Board may think fit to impose.

9. REDEEMABLE SHARES

Subject to the Companies Acts and to any rights attaching to existing shares, any share may be issued which can be redeemed or is liable to be redeemed at the option of the Company or the holder. The Board may determine the terms, conditions and manner of redemption of any redeemable shares which are issued. Such terms and conditions shall apply to the relevant shares as if the same were set out in these Articles.

10. PARI PASSU ISSUES

If new shares are created or issued which rank equally with any other existing shares, the rights of the existing shares will not be regarded as changed or abrogated unless the terms of the existing shares expressly say otherwise.

11. PAYMENT OF COMMISSION

The Company may in connection with the issue of any shares or the sale for cash of treasury shares exercise all powers of paying commission and brokerage conferred or permitted by the Companies Acts. Any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or other securities or the grant of an option to call for an allotment of shares or any combination of such methods.

12. TRUSTS NOT RECOGNISED

Except as otherwise expressly provided by these Articles, required by law or as ordered by a court of competent jurisdiction, the Company shall not recognise any person as holding any share on any trust, and the Company shall not be bound by or required in any way to recognise (even when having notice of it) any equitable, contingent, future, partial or other claim to or interest in any share other than an absolute right of the holder of the whole of the share.

13. SHARE WARRANTS TO BEARER

- 13.1 The Company may, with respect to any fully paid shares, issue a Share Warrant stating that the bearer of the Share Warrant is entitled to the shares specified in it and may provide (by coupons or otherwise) for the payment of future dividends on the shares included in a Share Warrant.

- 13.2 The powers referred to in Article 13.1 above may be exercised by the Board, which may determine and vary the conditions on which Share Warrants shall be issued, and in particular on which:
- 13.2.1 a new Share Warrant or coupon will be issued in place of one damaged, defaced, worn out or lost (provided that no new Share Warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed),
 - 13.2.2 the bearer of a Share Warrant shall be entitled to receive notice of and to attend, vote and demand a poll at general meetings,
 - 13.2.3 dividends will be paid, and
 - 13.2.4 a Share Warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in it.
- 13.3 Subject to such conditions and to these Articles, the bearer of a Share Warrant shall be deemed to be a member for all purposes. The bearer of a Share Warrant shall be subject to the conditions attached to it, whether made before or after the issue of such Share Warrant.

14. UNCERTIFICATED SHARES

- 14.1 Under and subject to the uncertificated securities rules, the Board may permit title to shares of any class to be evidenced otherwise than by certificate and title to shares of such a class to be transferred by means of a relevant system and may make arrangements for a class of shares (if all shares of that class are in all respects identical) to become a participating class. Title to shares of a particular class may only be evidenced otherwise than by a certificate where that class of shares is at the relevant time a participating class. The Board may also, subject to compliance with the uncertificated securities rules, determine at any time that title to any class of shares may from a date specified by the Board no longer be evidenced otherwise than by a certificate or that title to such a class shall cease to be transferred by means of any particular relevant system.
- 14.2 In relation to a class of shares which is a participating class and for so long as it remains a participating class, no provision of these Articles shall apply or have effect to the extent that it is inconsistent in any respect with:
- 14.2.1 the holding of shares of that class in uncertificated form;
 - 14.2.2 the transfer of title to shares of that class by means of a relevant system; or
 - 14.2.3 any provision of the uncertificated securities rules,
- and, without prejudice to the generality of this Article 14, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the maintenance of, keeping up of or making entries into by the Operator, so long as that is

permitted or required by the uncertificated securities rules, an Operator register of securities in respect of that class of shares in uncertificated form.

- 14.3 Shares of a class which is at the relevant time a participating class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the uncertificated securities rules.
- 14.4 If, under these Articles or the Companies Acts, the Company is entitled to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over an uncertificated share, then, subject to these Articles and the Companies Acts, such entitlement shall include the right of the Board to:
 - 14.4.1 require the holder of the uncertificated share by notice in writing to change that share from uncertificated to certificated form within such period as may be specified in the notice and keep it as a certificated share for as long as the Board requires;
 - 14.4.2 appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such share as may be required to effect the transfer of such share and such steps shall be as effective as if they had been taken by the registered holder of that share; and
 - 14.4.3 take such other action that the Board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.
- 14.5 Unless the Board determines otherwise, shares which a member holds in uncertificated form shall be treated as separate holdings from any shares which that member holds in certificated form but a class of shares shall not be treated as two classes simply because some shares of that class are held in certificated form and others in uncertificated form.
- 14.6 Unless the Board determines otherwise or the uncertificated securities rules require otherwise, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.
- 14.7 The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the uncertificated securities rules and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of the particulars entered in the Operator register of securities and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance on such assumption. Any provision of these Articles which requires or envisages that action will be taken in reliance on information contained in the Register shall be construed to permit that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).

15. SHARE CERTIFICATES

- 15.1 Every person (except a person to whom the Company is not by law required to issue a certificate) whose name is entered in the Register as a holder of any certificated shares shall be entitled, without charge, to receive within the time limits prescribed by the Companies Acts (unless the terms of issue prescribe otherwise) one certificate for all of the shares of that class registered in his name.
- 15.2 The Company shall not be bound to issue more than one certificate in respect of shares held jointly by two or more persons. Delivery of a certificate to the person first named in the Register shall be sufficient delivery to all joint holders.
- 15.3 Where a member has transferred part only of the shares comprised in a certificate, he shall be entitled without charge to a certificate for the balance of such shares to the extent that the balance is to be held in certificated form. Where a member receives more shares of any class, he shall be entitled without charge to a certificate for the extra shares of that class to the extent that the balance is to be held in certificated form.
- 15.4 A share certificate may be issued under Seal (by affixing the Seal to or printing the Seal or a representation of it on the certificate) or signed by at least two Directors or by at least one Director and the Secretary. Such certificate shall specify the number and class of the shares in respect of which it is issued and the amount or respective amounts paid up on it. The Board may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical or other means or may be printed on them or that the certificates need not be signed by any person.
- 15.5 Every share certificate sent in accordance with these Articles will be sent at the risk of the member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

16. REPLACEMENT CERTIFICATES

- 16.1 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge on surrender of the original certificates for cancellation.
- 16.2 Any certificate representing shares of any one class held by any member may at his request be cancelled and two or more certificates for such shares may be issued instead.
- 16.3 If a share certificate is defaced, worn out or said to be stolen, lost or destroyed, it may be replaced on such terms as to evidence and indemnity as the Board may decide and, where it is defaced or worn out, after delivery of the old certificate to the Company.
- 16.4 The Board may require the payment of any exceptional out-of-pocket expenses of the Company incurred in connection with the issue of any certificates under this Article 16. In the case of shares held jointly by several persons, any such request as is mentioned in this Article 16 may be made by any one of the joint holders.

17. LIEN ON SHARES NOT FULLY PAID

The Company shall have a first and paramount lien on every share, not being a fully paid share, for all amounts payable to the Company (whether presently or not) in respect of that share. The Company's lien shall extend to every amount payable in respect of it. The Board may at any time, either generally or in any particular case, waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Article 17.

18. ENFORCEMENT OF LIEN BY SALE

The Company may sell, in such manner as the Board may decide, any share over which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after a notice has been served on the holder of the share or the person who is entitled by transmission to the share, demanding payment and stating that if the notice is not complied with the share may be sold. For giving effect to the sale, the Board may authorise some person to sign an instrument of transfer of the share sold to, or in accordance with the directions, of the buyer. The buyer shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the sale.

19. APPLICATION OF PROCEEDS OF SALE

The net proceeds of any sale of shares subject to any lien, after payment of the costs, shall be applied;

19.1.1 first, in or towards satisfaction of so much of the amount due to the Company or of the liability or engagement (as the case may be) as is presently payable or is liable to be presently fulfilled or discharged; and

19.1.2 second, any residue shall (subject to a like lien for debts or liabilities not presently payable as existed on the share prior to the sale and upon surrender, if required by the Company, for cancellation of the certificate for the share sold) be paid to the person who was entitled to the share at the time of the sale.

20. CALLS

20.1 Subject to these Articles and the terms on which the shares are allotted, the Board may from time to time make calls on the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the terms of issue.

20.2 Each member shall (subject to the Company serving upon him at least 14 clear days' notice specifying when and where payment is to be made and whether or not by instalments) pay to the Company as required by the notice the amount called on for his shares.

- 20.3 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.
- 20.4 A call may be revoked or postponed, in whole or in part, as the Board may decide.
- 20.5 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid.

21. LIABILITY OF JOINT HOLDERS

The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.

22. INTEREST ON CALLS

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay all expenses that have been incurred by the Company by reason of such non-payment together with interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate (not exceeding the Bank of England base rate by more than five percentage points) as the Board may decide. The Board may waive payment of the interest or the expenses in whole or in part.

23. POWER TO DIFFERENTIATE

On or before the issue of shares, the Board may decide that allottees or holders of shares can be called on to pay different amounts or that they can be called on at different times.

24. PAYMENT OF CALLS IN ADVANCE

The Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid on the shares held by him. Such payment in advance of calls shall, to the extent of the payment, extinguish the liability on the shares on which it is made. The Company may pay interest on the money paid in advance, or so much of it as exceeds the amount for the time being called upon the shares in respect of which such advance has been made, at such rate as the Board may decide. The Board may at any time repay the amount so advanced by giving at least three months' notice in writing to such member of its intention to do so, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.

25. NOTICE IF CALL OR INSTALMENT NOT PAID

If any member fails to pay the whole of any call (or any instalment of any call) by the date when payment is due, the Board may at any time give notice in writing to such member (or to any person entitled to the shares by transmission), requiring payment of the amount unpaid (and any accrued interest and any expenses incurred by the Company by reason of such non-payment) by a date not less than 14 clear days from the date of the notice. The notice shall name the place where the payment is to be made and state that, if

the notice is not complied with, the shares in respect of which such call was made will be liable to be forfeited.

26. FORFEITURE FOR NON-COMPLIANCE

If the notice referred to in Article 25 above is not complied with, any share for which it was given may be forfeited, by resolution of the Board to that effect, at any time before the payment required by the notice has been made. Such forfeiture shall include all dividends declared or other monies payable in respect of the forfeited shares and not paid before the forfeiture.

27. NOTICE AFTER FORFEITURE

When any share has been forfeited, notice of the forfeiture shall be served on the holder of the share or the person entitled to such share by transmission (as the case may be) before forfeiture. An entry of such notice having been given and of the forfeiture and the date of forfeiture shall immediately be made in the Register in respect of such share. However, no forfeiture shall be invalidated by any omission to give such notice or to make such entry in the Register.

28. FORFEITURE MAY BE ANNULLED

The Board may annul the forfeiture of a share, at any time before any forfeited share has been cancelled or sold, re-allotted or otherwise disposed of, on the terms that payment shall be made of all calls and interest due on it and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.

29. SURRENDER

The Board may accept the surrender of any share liable to be forfeited and, in any event, references in these Articles to forfeiture shall include surrender.

30. SALE OF FORFEITED SHARES

30.1 A forfeited share shall become the property of the Company.

30.2 Subject to the Companies Acts, any such share may be sold, re-allotted or otherwise disposed of, on such terms and in such manner as the Board thinks fit.

30.3 The Board may, for the purposes of the disposal, authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the Register even if no share certificate is lodged and may issue a new certificate to the transferee. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the share. The Company may receive the consideration (if any) given for the share on its disposal.

31. EFFECT OF FORFEITURE

A shareholder whose shares have been forfeited shall cease to be a member in respect of such forfeited shares and shall surrender the certificate for such shares to the Company for cancellation. Such shareholder shall remain liable to pay to the Company all sums which at the date of forfeiture were presently payable by him to the Company in respect of such shares with interest (not exceeding the Bank of England base rate by five percentage points) from the date of the forfeiture to the date of payment. The Board may waive payment of interest wholly or in part and may enforce payment, without any reduction or allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

32. EVIDENCE OF FORFEITURE

A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share. The person to whom the share is transferred or sold shall not be bound to see to the application of the purchase money or other consideration (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or disposal of the share.

33. FORM OF TRANSFER

33.1 Subject to these Articles:

33.1.1 each member may transfer all or any of his shares which are in certificated form by instrument of transfer in writing in any usual or common form or in any form approved by the Board. Such instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. All instruments of transfer, when registered, may be retained by the Company; and

33.1.2 each member may transfer all or any of his shares which are in uncertificated form by means of a relevant system in such manner provided for, and subject as provided in, the uncertificated securities rules. No provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred.

33.2 The transferor of a share shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the Register in respect of it.

34. RIGHT TO REFUSE REGISTRATION OF TRANSFER

- 34.1 The Board may, in its absolute discretion, refuse to register any transfer of a share in certificated form (or renunciation of a renounceable letter of allotment) if:
- 34.1.1 the transferee is or may be a Prohibited Person, or is or may be holding such ordinary shares on behalf of a beneficial owner who is or may be a Prohibited Person;
 - 34.1.2 the share is not fully paid up;
 - 34.1.3 it is for a share upon which the Company has a lien;
 - 34.1.4 the transfer is not lodged at the Company's registered office or such other place as the Board have appointed;
 - 34.1.5 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the Board may reasonably require;
 - 34.1.6 it is not duly stamped or is not duly certificated or otherwise shown to the satisfaction of the Board to be exempt from stamp duty (if this is required);
 - 34.1.7 the transfer is in respect of more than one class of shares; or
 - 34.1.8 the transfer is in favour of more than four transferees.
- 34.2 The Board shall have power to implement and/or approve any arrangements they may, in their absolute discretion, think fit in relation to the evidencing of title to and transfer of interests in ordinary shares in the Company in uncertificated form (including in the form of depositary interests or similar interests, instruments or securities).
- 34.3 Transfers of shares will not be registered in the circumstances referred to in Article 68.
- 34.4 The Board may refuse to register a transfer of uncertificated shares in any circumstances that are allowed or required by the uncertificated securities rules and the relevant system.

35. NOTICE OF REFUSAL TO REGISTER A TRANSFER

If the Board refuses to register a transfer of a share it shall notify the transferee of the refusal and the reasons for it within two months after the date on which the transfer was lodged with the Company or the instructions to the relevant system received. Any instrument of transfer which the Board refuses to register shall be returned to the person depositing it (except if there is suspected or actual fraud). All instruments of transfer which are registered may be retained by the Company.

36. NO FEES ON REGISTRATION

No fee shall be charged for registration of a transfer or other document or instruction relating to or affecting the title to any share or for making any other entry in the Register.

37. OTHER POWERS IN RELATION TO TRANSFERS

Nothing in these Articles shall prevent the Board:

37.1.1 from recognising a renunciation of the allotment of any share by the allottee in favour of another person; or

37.1.2 (if empowered to do so by these Articles) from authorising any person to execute an instrument of transfer of a share and from authorising any person to transfer that share in accordance with any procedures implemented under Article 18.

38. RESTRICTION ON PURCHASERS OF ORDINARY SHARES

38.1 Each initial purchaser of ordinary shares of the Company in the Placing that is within the United States or is a U.S. person, must prior to any such transaction, by signing the U.S. Investor Letter, represent to the Company and agree that, among other things: (i) it is both a Qualified Institutional Buyer (within the meaning of Rule 144A of the U.S. Securities Act 1933) and a Qualified Purchaser (within the meaning given to it in section 2(a)(51) of the U.S. Investment Company Act 1940); (ii) it is acquiring the ordinary shares as principal for its own account or for the account of a Qualified Institutional Buyer that is a Qualified Purchaser and not with a view to or for distributing or reselling such ordinary shares or any portion thereof; and (iii) it will only offer, sell, transfer, assign, pledge or otherwise dispose of the ordinary shares in the Placing in an offshore transaction complying with the provisions of Regulation S (under the U.S. Securities Act 1933) (including, for the avoidance of doubt, a bona fide sale on AIM (a market operated by the London Stock Exchange) and in compliance with applicable securities laws. Such transferor will notify any subsequent transferee or executing broker, as applicable, of the restrictions that are applicable to the ordinary shares being sold.

38.2 The Company and its agents may require any person within the United States or that is a U.S. person that was required to be a Qualified Institutional Buyer and Qualified Purchaser but was not a Qualified Institutional Buyer and Qualified Purchaser at the time it acquired the ordinary shares in the Company or a beneficial interest therein to transfer its ordinary shares in the Company or such beneficial interest immediately.

- 38.3 Other than: (1) an initial purchase of ordinary shares in the Placing; or (2) a purchaser subscribing for new ordinary shares in the Company in connection with which the purchaser: (a) obtains the written consent of the Company (at the Company's absolute discretion); and (b) provides an ERISA certificate to the Company as to its status as a U.S. Plan Investor or Controlling Person, the ordinary shares and any beneficial interests therein may not be acquired or held by investors using assets of any U.S. Plan Investor or Controlling Persons. Each purchaser of the ordinary shares in the Placing shall be required to represent, agree and acknowledge (and each subsequent transferee, by acquiring the ordinary shares or a beneficial interest therein, will be deemed to represent, agree and acknowledge) that no portion of the assets used to acquire or hold its interest in the ordinary shares in the Company constitutes or will constitute the assets of any U.S. Plan Investor or Controlling Person.
- 38.4 If any purchaser of ordinary shares that was required to give the representation set out in Article 38.1 above in connection with the acquisition of such ordinary shares receives ordinary shares in certificated form, such ordinary shares shall bear an appropriate legend reflecting the transfer restrictions described in the U.S. Investor Letter.
- 38.5 Until 40 days after the Company's ordinary shares are first admitted to AIM, an offer or sale of the ordinary shares within the United States by any dealer (whether or not participating in the Placing) may violate the registration requirements of the U.S. Securities Act 1933 if such offer or sale is made otherwise than pursuant to an available exemption from registration under the U.S. Securities Act 1933.

39. TRANSMISSION OF SHARES ON DEATH

If a member dies, the survivors or survivor (where he was a joint holder), and his executors or administrators (where he was a sole or the only survivor of joint holders), shall be the only persons recognised by the Company as having any title to his shares. Nothing in these Articles shall release the estate of a deceased member from any liability for any share which has been solely or jointly held by him.

40. ELECTION OF PERSON ENTITLED BY TRANSMISSION

40.1 Any person becoming entitled to a share because of the death or bankruptcy of a member, or otherwise by operation of law, may (on such evidence as to his title being produced as the Board may require) elect either to become registered as a member or to have some person nominated by him registered as a member. If he elects to become registered himself, he shall notify the Company to that effect. If he elects to have some other person registered, he shall execute an instrument of transfer of such share to that person. All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer (as the case may be) as if it were an instrument of transfer executed by the member and his death, bankruptcy or other event had not occurred. Where the entitlement of a person to a share because of the death or bankruptcy of a member or otherwise by operation of law is proved to the satisfaction of the Board, the Board shall within 30 business days after proof cause the entitlement of that person to be noted in the Register.

40.2 A person entitled by transmission to a share in uncertificated form who elects to have some other person registered shall either:

40.2.1 procure that instructions are given by means of the relevant system to effect transfer of such uncertificated share to that person; or

40.2.2 change the uncertificated share to certificated form and execute an instrument of transfer of that certificated share to that person.

41. RIGHTS ON TRANSMISSION

Where a person becomes entitled to a share because of the death or bankruptcy of any member, or otherwise by operation of law, the rights of the holder in relation to such share shall cease. However, the person so entitled may give a good discharge for any dividends and other monies payable in respect of it and shall have the same rights to which he would be entitled if he were the holder of the share, except that he shall not be entitled to receive notice of, or to attend or vote at, any meeting of the Company or an separate meeting of the holders of any class of shares of the Company before he is registered as the holder of the share. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share. If the notice is not complied with within 30 business days, the Board may withhold payment of all dividends and the other monies payable in respect of such share until the requirements of the notice have been complied with.

42. DESTRUCTION OF DOCUMENTS

42.1 The Company may destroy:

42.1.1 any instrument of transfer, after six years from the date on which it is registered;

- 42.1.2 any dividend mandate or any variation or cancellation of a dividend mandate or any notification of change of name or address, after two years from the date on which it is recorded;
 - 42.1.3 any share certificate, after one year from the date on which its cancelled;
 - 42.1.4 any instrument of proxy which has been used for the purpose of a poll at any time after one year has elapsed from the date of use;
 - 42.1.5 any instrument of proxy which has not been used for the purpose of a poll at any time after a period of one month has elapsed from the end of the meeting to which the instrument of proxy relates;
 - 42.1.6 any Share Warrant (including coupons or tokens detailed from it) which has been cancelled at any time after seven years from the date on which it was cancelled; or
 - 42.1.7 any other document for which any entry in the Register is made, after six years from the date on which an entry was first made in the Register in respect of it,

provided that the Company may destroy any such type of document at a date earlier than that authorised by this Article 42. If a copy of such document is made and retained (whether electronically, by microfilm, by digital imaging or by other similar means) until the expiration of the period applicable to the destruction of the original of such document.
- 42.2 It shall be conclusively presumed in favour of the Company that:
- 42.2.1 every entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made;
 - 42.2.2 that every instrument of transfer so destroyed was duly registered;
 - 42.2.3 that every share certificate so destroyed was duly cancelled; and
 - 42.2.4 that every other document so destroyed had been properly dealt with under its terms and was valid and effective according to the particulars in the records of the Company.
- 42.3 This Article 42 shall only apply to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant. Nothing in this Article 42 shall be construed as imposing any liability on the Company in respect of the destruction of any such document other than as provided for in this Article 42 which would not attach to the Company in the absence of this Article 42. References in this Article 42 to the destruction of any document include references to the disposal of it in any manner.
- 42.4 References in this Article 42 to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system relating to the transfer of such shares.

43. SUB-DIVISION

Any resolution authorising the Company to sub-divide its shares or any of them may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

44. ALTERATION OF SHARE CAPITAL

44.1 The Company may by ordinary resolution:

44.1.1 consolidate or consolidate then divide all or any of its share capital into shares of larger amounts than its existing shares;

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

44.1.3 sub-divide its shares or any of them into shares of smaller amount than is fixed by the Articles (subject, nevertheless, to the provision of the Act and the Companies Acts) and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued new shares.

44.2 Subject to the Companies Acts and any rights attaching to any class of shares, the Company may purchase its own shares (including any redeemable shares).

44.3 Subject to the Companies Acts and any rights attaching to any class of shares, the Company may by special resolution reduce its share capital, any capital redemption reserve, share premium account or other distributable reserve in any manner.

45. FRACTIONS

If any shares are consolidated or consolidated and then divided, the Board has power to deal with any fractions of shares which result. If the Board decides to sell any shares representing fractions, it can do so for the best price reasonably obtainable and distribute the net proceeds of sale among members in proportion to their fractional entitlements. The Board can arrange for any shares representing fractions to be entered in the Register as certificated shares if they consider that this makes it easier to sell them. The Board can sell those shares to anyone, including the Company if the legislation allows, and may authorise any person to transfer or deliver the shares to the buyer or in accordance with the buyer's instructions. The Buyer shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the sale.

46. GENERAL MEETINGS

- 46.1 All general meetings other than the annual general meeting shall be called general meetings.
- 46.2 All general meetings (other than annual general meetings) shall be called by at least 14 clear days' notice and an annual general meeting shall be called by at least 21 clear days' notice, unless a longer period of notice is required in accordance with the law.
- 46.3 Notwithstanding the notice period specified in Article 46.2 above, a general meeting (including an annual general meeting) can be held on short notice, if so agreed by a majority of members who hold at least 95 per cent. in the nominal value of the issued shares.
- 46.4 The notice shall specify the place, the date and the time of the meeting, a statement that the member is entitled to appoint one or more proxies to attend, vote and speak at the meeting, the general nature of the business to be transacted at the meeting, and if any resolution is to be proposed as a special resolution the text of such resolution.
- 46.5 The accidental failure to give notice to any person entitled to receive notice of a general meeting, or the non-receipt by such person of such notice shall not invalidate the proceedings at that meeting.

47. POSTPONEMENT OF GENERAL MEETING

If the Board considers that it is impracticable or unreasonable to hold a general meeting on the date or at the time or place stated in the notice calling the meeting, it may postpone or move the meeting (or do both). The Board shall take reasonable steps to ensure that notice of the date, time and place of the rearranged meeting is given to any member trying to attend the meeting at the original time and place. Notice of the date, time and place of the rearranged meeting shall, if practicable, also be placed in at least two national newspapers published in the United Kingdom. Notice of the business to be transacted at such rearranged meeting shall not be required if a meeting is rearranged in this way, appointments of proxy are valid if they are received as required by these Articles not less than 48 hours before the time appointed for holding the rearranged meeting. The Board may also postpone or move the rearranged meeting (or do both) under this Article 47.

48. QUORUM AT GENERAL MEETING

Two persons entitled to attend and to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum. No business other than the appointment of the Chairman of the meeting shall be transacted unless a quorum of two persons entitled to vote upon the business transacted on a poll is present.

49. PROCEDURE IF QUORUM NOT PRESENT

If a quorum is not present within fifteen minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for holding a general meeting, or if a quorum ceases to be present during a meeting, the meeting shall be dissolved if convened on the requisition of members. In any other case, the meeting shall stand adjourned to another day, (not being less than ten clear days after the date of the original meeting), and at such time and place as the Chairman (or, in default, the Board) may determine. If at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, one person entitled to vote on the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum and any notice of an adjourned meeting shall state this.

50. CHAIRMAN OF GENERAL MEETING

The Chairman of the Board shall preside at every general meeting of the Company. If there is no such Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Deputy Chairman (if any) of the Board shall, if present and willing to act, preside at such meeting. If more than one Deputy Chairman is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the Deputy Chairman who has been in office as a director the longest shall take the chair. If no Chairman or Deputy Chairman is present and willing to act, the Directors present shall choose one of their number to act or, if there is only one Director present, he shall be Chairman if willing to act. If there is a Director present and willing to act, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting. Nothing in these Articles shall restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

51. ENTITLEMENT TO ATTEND AND SPEAK

Any Director (and any other person invited by the Chairman to do so) may attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company, whether or not he is a member.

52. ADJOURNMENTS

The Chairman may, with the consent of a meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place as the meeting shall determine. However, without prejudice to any other power which he may have under these Articles or at common law, the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting or to give all persons entitled to do so a reasonable opportunity of attending, speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

53. NOTICE OF ADJOURNMENT

If the meeting is adjourned indefinitely or for more than three months, notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting. Except as provided in these Articles, there is no need to give notice of the adjourned meeting or of the business to be considered there.

54. BUSINESS OF ADJOURNED MEETING

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

55. SECURITY ARRANGEMENTS AND ORDERLY CONDUCT

55.1 The Board may direct that any person wishing to attend any meeting should provide such evidence of identity and submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to any meeting to any person who fails to provide such evidence of identity or to submit to such searches or to otherwise comply with such security arrangements or restrictions.

55.2 The Chairman shall take such action or give directions as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting. The Chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final, as shall be his determination as to whether any matter is of such a nature.

56. AMENDMENT TO RESOLUTIONS

56.1 If an amendment to any resolution under consideration is proposed but is ruled out of order by the Chairman of the meeting in good faith, any error in such ruling shall not invalidate the proceedings on the original resolution.

- 56.2 In the case of a resolution duly proposed as a special resolution, no amendment to it (other than an amendment to correct a patent error) may in any event be considered or voted on.
- 56.3 In the case of a resolution duly proposed as an ordinary resolution, no amendment to it (other than an amendment to correct a patent error) may be considered or voted on unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed, notice in writing of the terms of the amendment and intention to move the same has been lodged at the Office or received in electronic form at the electronic address at which the Company has or is deemed to have agreed to receive it or the Chairman of the meeting in his absolute discretion decides that it may be considered or voted on.

57. METHOD OF VOTING

- 57.1 All members shall have the right to receive notice of, to attend and to vote at all general meetings of the Company.
- 57.2 At any general meeting a resolution put to a vote of the meeting shall, subject to the Articles and any restrictions as to voting attached to any class of shares, be decided on a show of hands, each holder of shares present in person or by proxy shall have one vote and upon a poll each such holder who is present in person or by proxy shall have one vote in respect of every share held by him. Subject to the Companies Acts, a poll may be demanded by:
- 57.2.1 the Chairman of the meeting;
 - 57.2.2 at least five members present in person (or by proxy) and entitled to vote at the meeting;
 - 57.2.3 a member or members present in person (or by proxy) representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - 57.2.4 a member or members present in person (or by proxy) holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to at least one-tenth of the total sum paid up on all the shares conferring that right.
- 57.3 The Chairman may also demand a poll before a resolution is put to the vote on a show of hands.
- 57.4 At general meetings, resolutions shall be put to the vote by the Chairman and there shall be no requirement for the resolution to be proposed or seconded by any person.

57.5 Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

58. OBJECTION TO ERROR IN VOTING

No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote, except at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

59. PROCEDURE ON A POLL

59.1 Any poll duly demanded on the election of a Chairman or on any question of adjournment shall be taken immediately. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman shall direct. The Chairman may appoint scrutineers who need not be members. It is not necessary to give notice of a poll if the time and place at which it is to be taken are announced at the meeting at which it is demanded unless the Chairman of the meeting otherwise directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

59.2 The demand for a poll (other than on the election of a Chairman or any question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.

59.3 The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chairman. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

59.4 On a poll, votes may be given in person or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

60. VOTES OF MEMBERS

60.1 If two or more persons are joint holders of a share, then in voting on any question the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names of the holders stand in the Register.

60.2 Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion, or subject to production of such evidence of the appointment as the Board may require, permit such receiver or other person to vote in person, on a show of hands or on a poll, by proxy on behalf of such member at any general meeting. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, at least 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 default, the right to vote shall not be exercisable.

61. NO RIGHT TO VOTE WHERE SUMS OVERDUE ON SHARES

No member may vote at a general meeting (or any separate meeting of the holders of any class of shares), either in person or by proxy, or to exercise any other right or privilege as a member in respect of a share held by him unless:

61.1.1 all calls or other sums presently due and payable by him in respect of that share whether alone or jointly with any other person together with interest and expenses (if any) have been paid to the Company; or

61.1.2 the Board determines otherwise.

62. VOTING BY PROXY

Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed (or at any adjournment of that meeting).

63. FORM OF PROXY

63.1 An instrument appointing a proxy shall:

63.1.1 be in writing in any common form (or in such other form as the Board may approve), signed by the appointer or his attorney duly authorised in writing or, if the appointer is a corporation, executed under its common seal or signed by some officer or attorney or other person duly authorised in that behalf;

63.1.2 be deemed (subject to any contrary direction contained in the same) to confer authority to demand (or join in demanding) a poll and to vote on any resolution (or amendment of a resolution) put to the meeting for which it is given, as the proxy thinks fit;

63.1.3 unless the contrary is stated in it, be as valid for any adjournment of the meeting as for the meeting to which it relates; and

- 63.1.4 where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of such meetings.
- 63.2 Without limiting these Articles, the Board may in relation to uncertificated shares:
- 63.2.1 approve the appointment of a proxy by means of an electronic communication in the form of an uncertificated proxy instruction (a properly authenticated dematerialised instruction and/or other instruction or notification, which is sent by means of the relevant system and received by such participant in that system acting on behalf of the Company as the Board may prescribe, in such form and subject to such terms and conditions as the Board may prescribe (subject always to the facilities and requirements of the relevant system));
- 63.2.2 approve supplements to, or amendments or revocations of, any such uncertificated proxy instruction by the same means; and
- 63.2.3 prescribe the method of determining the time at which any such uncertificated proxy instruction is to be treated as received by the Company or such participant and may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of the holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.
- 63.3 The term “**properly authenticated dematerialised instruction**” shall have the meaning given in the uncertificated securities rules.

64. RECEIPT OF PROXY

- 64.1 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified by a notary or in some other way approved by the Board, shall:
- 64.1.1 in the case of an instrument made in hard copy, be deposited at the Office or at such other place or places within the United Kingdom as is specified or:
- a) in the notice convening the meeting or in any notice of any adjourned meeting; or
 - b) in any instrument of proxy sent out by the Company in relation to the meeting,
- not less than 48 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- 64.1.2 in the case of an instrument made by electronic means, where an address has been specified for the purpose of receiving electronic communications:
- a) in the notice convening the meeting;

- b) in any instrument of proxy sent out by the Company in relation to the meeting; or
- c) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

64.1.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as set out in these Articles after the poll has been demanded and not less than 24 hours (or such shorter time as the Board may determine) before the time appointed for the taking of the poll; or

64.1.4 in the case of a poll not taken immediately but taken within 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting or to any Director.

64.2 An instrument of proxy not deposited or delivered or received in a manner so permitted shall be invalid.

64.3 The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is sent in electronic form as provided in these Articles but because of a technical problem it cannot be read by the recipient.

64.4 The Board may at its discretion determine that in calculating the periods mentioned in this Article 64 no account shall be taken of any part of a day that is not a working day.

65. MORE THAN ONE PROXY MAY BE APPOINTED

A member may appoint more than one proxy to attend on the same occasion. When two or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which instrument was last validly delivered, none of them shall be treated as valid in respect of that share.

66. REVOCATION OF PROXY

A vote given or poll demanded by a proxy shall be valid in the event of the death or mental disorder of the principal or the revocation of the instrument of proxy, or of the authority under which the instrument of proxy was executed, or the transfer of the share for which the instrument of proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as has been appointed for the deposit of instruments of proxy, no later than the last time at which an appointment of a proxy should have been received in order for it to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll taken.

67. CORPORATE REPRESENTATIVES

- 67.1 A corporation (whether or not a company within the meaning of the Act) which is a member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative (or, as the case may be, representatives) at any meeting of the Company or at any separate meeting of the holders of any class of shares.
- 67.2 Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member.
- 67.3 The corporation shall for the purposes of these Articles be deemed to be present in person and at any such meeting if a person so authorised is present at it, and all references to attendance and voting in person shall be construed accordingly.
- 67.4 A Director, the Secretary or some person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to them before permitting him to exercise his powers.

68. FAILURE TO DISCLOSE INTERESTS IN SHARES

- 68.1 If a member, or any other person appearing to be interested in shares held by that member, has been issued with a notice under section 793 of the Act (section 793 notice) and has failed in relation to any shares (default shares, which expression includes any shares issued after the date of such notice in right of those shares) to give the Company the information required by the section 793 notice within the prescribed period from the service of the notice, the following sanctions shall apply unless the Board determines otherwise:
- 68.1.1 the member shall not be entitled in respect of the default shares to be present or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll; and

68.1.2 where the default shares represent at least 0.25 per cent. in nominal value of the issued shares of their class (calculated exclusive of any shares held as treasury shares):

- a) any dividend or other money payable for such shares shall be withheld by the Company, which shall not have any obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to Article 124, to receive shares instead of that dividend; and
- b) no transfer, other than an excepted transfer, of any shares held by the member shall be registered unless:
 - (i) the member himself is not in default of supplying the required information; and
 - (ii) the member proves to the satisfaction of the Board that no person in default of supplying such information is interested in any of the shares that are the subject of the transfer,

for the purposes of ensuring this Article 68.1.2(b) can apply to all shares held by the member, the Company may in accordance with the uncertificated securities rules, issue a written notification to the Operator requiring conversion into certificated form of any share held by the member in uncertificated form.

68.2 Where the sanctions under Article 68.1 apply in relation to any shares, they shall cease to have effect (and any dividends withheld under Article 68.1.2 shall become payable):

68.2.1 if the shares are transferred by means of an excepted transfer but only in respect of the shares transferred; or

68.2.2 at the end of the period of seven days (or such shorter period as the Board may determine) following receipt by the Company of the information required by the section 793 notice and the Board being fully satisfied that such information is full and complete.

68.3 Where, on the basis of information obtained from a member in respect of any share held by him, the Company issues a section 793 notice to any other person, it shall at the same time send a copy of the notice to the member, but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of Article 68.1.

68.4 For the purposes of this Article 68:

68.4.1 a person, other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the member or, pursuant to a section 793 notice, from

anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;

68.4.2 “**interested**” shall be construed as it is for the purpose of section 793 of the Act;

68.4.3 reference to a person having failed to give the Company the information required by a notice, or being in default as regards supplying such information, includes reference:

- a) to his having failed or refused to give all of any part of it; and
- b) to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;

68.4.1 “**prescribed period**” means 14 days;

68.4.2 “**excepted transfer**” means, in relation to any shares held by a member:

- a) a transfer by way of or pursuant to acceptance of a takeover offer for the Company (within the meaning of section 974 of the Act);
- b) a transfer in consequence of a sale made through a recognised investment exchange (as defined in section 285 of the FSMA) or any other stock exchange outside the United Kingdom on which the Company’s shares are normally traded; or
- c) a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.

68.5 Nothing contained in this Article 68 shall be taken to limit the powers of the Company under section 794 of the Act.

69. POWER OF SALE OF SHARES OF UNTRACED MEMBERS

69.1 The Company shall be entitled to sell at the best price reasonably obtainable any share of a member, or any share to which a person is entitled by transmission, if and provided that:

69.1.1 during the period of 12 years before the date of publication of the advertisements referred to in Article 69.1.2 below (or, if published on different dates, the earlier or earliest of such dates) no cheque, order or warrant in respect of such share sent by the Company through the post in a pre-paid envelope addressed to the member or to the person entitled by transmission to the share, at his address on the Register or other last known address given by the member or person to which cheques, orders or warrants in respect of such share are to be sent has been cashed

and the Company has received no communications in respect of such share from such member or person, provided that during such period of 12 years the Company has paid at least three cash dividends (whether interim or final) and no such dividend has been claimed by the person entitled to it;

- 69.1.2 on or after expiry of the said period of 12 years the Company has given notice of its intention to sell such share by advertisements in two newspapers of which one shall be a national newspaper published in the United Kingdom and other shall be a newspaper circulating in the area of the address on the Register or other last known address of the member or the person entitled by transmission to the share or the address for the service of notices notified under Article 128;
 - 69.1.3 the said advertisements, if not published on the same day, shall have been published within 30 days of each other;
 - 69.1.4 during the further period of three months following the date of publication of the said advertisements (or, if published on different days, the later or latest of the dates) and prior to the exercise of the power of sale the Company has not received any communication in respect of such share from the member or person entitled by transmission; and
 - 69.1.5 the Company has given notice to the UKLA of its intention to make such sale, if shares of the class concerned are listed on the Official List or dealt in on the London Stock Exchange.
- 69.2 To give effect to any sale of shares under this Article 69, the Board may authorise some person to transfer the shares in question and may enter the name of the transferee in respect of the transferred shares in the Register even if no share certificate has been lodged for such shares and may issue a new certificate to the transferee. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the shares. The buyer shall not be bound to see to the application of the purchase monies, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. If the shares are in uncertificated form, in accordance with the uncertificated securities rules, the Board may issue a written notification to the Operator requiring the conversion of the share to certificated form.
- 69.3 If during the period of 12 years referred to in Article 69.1.1, or during any period ending on the date when all the requirements of Articles 69.1.1 to 69.1.5 have been satisfied, any additional shares have been issued in respect of those held at the beginning of, or previously so issued during, any such period and all the requirements of Articles 69.1.2 to 69.1.4 have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares.

70. APPLICATION OF PROCEEDS OF SALE OF SHARES OF UNTRACED MEMBERS

The Company shall account to the member or other person entitled to the share for the net proceeds of a sale under Article 69 above by carrying all monies relating to such sale to a separate account. The Company shall be deemed to be a debtor to, and not a trustee for, such member or other person in respect of such monies. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments as the Board may think fit. No interest shall be payable to such member or other person in respect of such monies and the Company does not have to account for any money earned on them.

71. NUMBER OF DIRECTORS

Unless otherwise determined by the Company by ordinary resolution, the number of Directors (other than any alternate Directors) shall be at least two but shall not be subject to any maximum number.

72. POWER OF COMPANY TO APPOINT DIRECTORS

Subject to these Articles and the Companies Acts, the Company may by ordinary resolution appoint a person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles.

73. POWER OF BOARD TO APPOINT DIRECTORS

Subject to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall retire at the next annual general meeting of the Company following such appointment and shall be eligible for re-appointment but shall not be taken into account when deciding which and how many directors should retire by rotation at such meeting.

74. ELIGIBILITY OF NEW DIRECTORS

No person, other than a retiring Director (by rotation or otherwise), shall be appointed or re appointed a Director at any general meeting unless:

74.1.1 he is recommended by the Board, or

74.1.2 at least seven but not more than 42 clear days before the date appointed for the meeting the Company has received notice from a member (other than the person proposed) entitled to vote at the meeting of his intention to propose a resolution for the appointment or re-appointment of that person, stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the

Company's register of directors, and a notice executed by that person of his willingness to be appointed or re-appointed is lodged at the Office.

74.2 No shareholding qualification for Directors shall be required.

75. RETIREMENT OF DIRECTORS BY ROTATION

75.1 Subject to Article 75.2 below, at every annual general meeting of the Company each Director shall retire from office and may offer himself for re-appointment by the members.

75.2 The board of the Company in office at the date of adoption of these Articles shall retire from office at the second annual general meeting held by the Company following the adoption of these Articles.

76. POSITION OF RETIRING DIRECTOR

A Director who retires at an annual general meeting (whether by rotation or otherwise) may, if willing to act, be re-appointed. If he is not re-appointed or deemed to have been re-appointed under Article 77, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

77. DEEMED RE-APPOINTMENT OF DIRECTORS

77.1 If:

77.1.1 at the annual general meeting in any year, any resolution or resolutions for the appointment or re-appointment of the persons eligible for appointment or re-appointment as Directors are put to the meeting and lost; and

77.1.2 at the end of that meeting the number of Directors is fewer than any minimum number of Directors required under Article 71,

all retiring Directors who stood for re-appointment at that meeting ("**Retiring Directors**") shall be deemed to have been re-appointed as Directors and shall remain in office but the Retiring Directors may only act for the purpose of convening general meetings of the Company and perform such duties as are essential to maintain the Company as a going concern, and not for any other purpose.

77.2 The Retiring Directors shall convene a general meeting as soon as reasonably practicable following the meeting referred to in Article 77.1.1 and they shall retire from office at that meeting. If at the end of any meeting convened under this Article 77.2 the number of Directors is fewer than any minimum number of Directors required under Article 71, the provisions of this Article 77.2 shall also apply to that meeting.

78. VACATION OF OFFICE BY DIRECTOR

- 78.1 Without prejudice to the provisions for retirement (by rotation or otherwise) contained in these Articles, but subject to Article 78.3 below, the office of a Director shall be vacated if:
- 78.1.1 he resigns by notice in writing delivered to the Secretary at the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting;
 - 78.1.2 he offers to resign by notice in writing delivered to the Secretary at the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting and the Board resolves to accept such offer;
 - 78.1.3 he is requested to resign by all of the other Directors by notice in writing addressed to him at his address as shown in the register of Directors (without prejudice to any claim for damages which he may have for breach of any contract between him and the Company);
 - 78.1.4 he ceases to be a Director by virtue of any provision of the Companies Acts, is removed from office pursuant to these Articles or the Act or becomes prohibited by law from being a Director;
 - 78.1.5 he becomes bankrupt or makes an arrangement or composition with his creditors generally;
 - 78.1.6 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that person has become physically or mentally incapable of acting as a director and may remain so for more than three months or he is or has been suffering from mental or physical ill health and the Board resolves that his office be vacated; or
 - 78.1.7 he is absent (whether or not his alternate Director appointed by him attends), without the permission of the Board, from Board meetings for six consecutive months and the Board resolves that his office be vacated.
- 78.2 If the office of a Director is vacated for any reason, he shall cease to be a member of any committee or sub-committee of the Board.
- 78.3 For the avoidance of doubt, but without prejudice to the requirement of Article 78.1.3 above, no Founder Director may be removed without a vote in favour by the majority of the Board or special resolution of the Company.

79. RESOLUTION AS TO VACANCY CONCLUSIVE

A resolution of the Board declaring a Director to have vacated office under the terms of Article 78 above shall be conclusive as to the fact and ground of vacation stated in the resolution.

80. APPOINTMENT OF ALTERNATE DIRECTORS

80.1 Each Director may appoint any person (including another Director) to be his alternate and may at his discretion remove an alternate Director so appointed. Any appointment or removal of an alternate Director must be by written notice delivered to the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting or in any other manner approved by the Board. The appointment requires the approval of the Board unless it has been previously approved or the appointee is another Director.

80.2 An alternate Director must provide the particulars, and sign any form for public filing required by the Companies Acts relating to his appointment.

81. ALTERNATE DIRECTORS' PARTICIPATION IN BOARD MEETINGS

81.1 Every alternate Director is (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him (and, if applicable, an address in relation to which electronic communications may be received by him)) entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and, in his appointor's absence, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor. Each person acting as an alternate Director shall have a separate vote at Board meetings for each Director for whom he acts as alternate Director in addition to his own vote if he is also a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

81.2 Signature by an alternate Director of any resolution in writing of the Board or a committee of the Board will, unless the notice of his appointment provides otherwise, be as effective as signature by his appointor.

82. ALTERNATE DIRECTOR RESPONSIBLE FOR OWN ACTS

Each person acting as an alternate Director will be an officer of the Company, will alone be responsible to the Company for his own acts and defaults and will not be deemed to be the agent of the Director appointing him.

83. INTERESTS OF ALTERNATE DIRECTOR

An alternate Director is entitled to contract and be interested in and benefit from contracts or arrangements with the Company, to be repaid expenses and to be indemnified to the same extent as if he were a Director. However, he is not entitled to receive from the

Company any fees for his services as alternate, except such part (if any) of the fee payable to his appointor as such appointor may by written notice to the Company direct.

84. REVOCATION OF ALTERNATE DIRECTOR

An alternate Director will cease to be an alternate Director:

84.1.1 if his appointor revokes his appointment;

84.1.2 if he resigns his office by notice in writing to the Company;

84.1.3 if his appointor ceases for any reason to be a Director, provided that if any Director retires but is re-appointed or deemed to be re-appointed at the same meeting, any valid appointment of an alternate Director which was in force immediately before his retirement shall remain in force; or

84.1.4 if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate his office.

85. DIRECTORS' FEES

Each of the Directors may be paid a fee at such rate as may from time to time be determined by the Board. However, the aggregate of all fees payable to the Directors shall not exceed £3 million per annum or such higher amount as may from time to time be decided by ordinary resolution of the Company. Any fees payable under this Article 85 shall be distinct from any salary, remuneration or other amounts payable to a Director under any other provisions of these Articles and shall accrue from day to day.

86. EXPENSES

Each Director may be paid his reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or debentures of the Company or otherwise in connection with the business of the Company.

87. ADDITIONAL REMUNERATION

If by arrangement with the Board any Director shall perform or render any special duties or services which in the opinion of the Directors are beyond the ordinary duties of a Director and not in his capacity as a holder of employment or executive office, he may be paid such reasonable additional remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine.

88. REMUNERATION OF EXECUTIVE DIRECTORS

Subject to Article 85, the salary or remuneration of any Director appointed to hold any employment or executive office in accordance with these Articles may be either a fixed

sum of money, or may altogether or in part be governed by business done or profits made or otherwise determined by the Board, and may be in addition to or in lieu of any fee payable to him for his services as Director under these Articles.

89. PENSIONS AND OTHER BENEFITS

- 89.1 The Board may exercise all the powers of the Company to provide pensions, annuities or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (whether by insurance or otherwise) for any person who is or has at any time been a Director or employee of the Company or any company which is a holding company or a subsidiary undertaking of or allied to or associated with the Company or any such holding company or subsidiary undertaking or any predecessor in business of the Company or of any such holding company or subsidiary undertaking, and for any member of his family (including a spouse or former spouse, civil partner, widows, widowers, children and dependants of any such persons) and any person who is or was dependent on him.
- 89.2 The Board may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust or fund and pay premiums and, subject to the Companies Acts, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with any of the matters set out in Article 89.1 above. The Board may procure any of such matters to be done by the Company either alone or in conjunction with any other person. Any Director or former Director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this Article 89 and shall not have to account for it to the Company. The receipt of any such benefit will not disqualify any person from being or becoming a Director of the Company.

90. POWERS OF THE BOARD

- 90.1 Subject to the Companies Acts, these Articles and to any directions given by special resolution of the Company, the business of the Company will be managed by the Board, which may exercise all the powers of the Company, whether relating to the management of the business or not.
- 90.2 No alteration of these Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article 90.

91. POWERS OF EXECUTIVE DIRECTORS

The Board or any committee authorised by the Board may:

- 91.1.1 delegate or entrust to and confer on any Director holding executive office (including a Chief Executive or Managing Director) such of its powers,

authorities and discretions (with power to sub-delegate) for such time, on such terms and subject to such conditions as it thinks fit; and

91.1.2 revoke, withdraw, alter or vary all or any of such powers.

92. DELEGATION TO COMMITTEES

92.1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Directors and (if thought fit) one or more other persons provided that:

92.1.1 a majority of the members of a committee shall be Directors; and

92.1.2 no resolution of a committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors.

92.2 The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may revoke, withdraw, alter or vary any such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated, any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee.

93. LOCAL MANAGEMENT

93.1 The Board may establish any local or divisional boards or agencies for managing any of the affairs of the Company in any specified locality, either in the United Kingdom or elsewhere, and appoint any persons to be members of such local or divisional board, or any managers or agents, and may fix their remuneration.

93.2 The Board may delegate to any local or divisional board, manager or agent so appointed any of its powers, authorities and discretions (with power to sub-delegate) and may authorise the members of any such local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies. Any such appointment or delegation under this Article 93.2 may be made, on such terms conditions as the Board may think fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may revoke, withdraw, alter or vary all or any of such powers.

93.3 Subject to any terms and conditions expressly imposed by the Board, the proceedings of any local or divisional board or agency with two or more members shall be governed by such of these Articles as regulate the proceedings of the Board, so far as they are capable of applying.

94. POWER OF ATTORNEY

The Board may, by power of attorney or otherwise, appoint any person or persons to be the agent of the Company and may delegate to any such person or persons any of its powers, authorities and discretions (with power to sub-delegate), in each case for such purposes and for such time, on such terms (including as to remuneration) and conditions as it thinks fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may revoke, withdraw, alter or vary any of such powers.

95. EXERCISE OF VOTING POWER

The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company, or any power of appointment to be exercised by the Company, in such manner as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of any Director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).

96. PROVISION FOR EMPLOYEES

The Board may exercise any power conferred on the Company by the Companies Acts to make provision for the benefit of persons employed or formerly employed by Company or any of its subsidiary undertakings (or any member of his family or any person who is dependent on him) in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary undertaking.

97. OVERSEAS REGISTERS

Subject to the Companies Acts, the Company may keep an overseas, local or other register and the Board may make and vary such regulations as it thinks fit respecting the keeping of any such register.

98. BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money, to indemnify and guarantee and/or to mortgage or charge all or part of its undertaking, property, assets (present and future) and uncalled capital and, subject to the Act, to issue debentures, loan stock or any other securities whether outright or as collateral security for any guarantee, debt, liability or obligation of the Company or any third party.

99. BOARD MEETINGS

- 99.1 The Board can decide when and where to have meetings and how they will be conducted They may also adjourn meetings.
- 99.2 A Board meeting can be called by any Director. The Secretary must call a Board meeting if asked to do so by a Director.

100. NOTICE OF BOARD MEETINGS

- 100.1 Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or given in writing or by electronic means to him at his last known address or any other address given by him to the Company for that purpose.
- 100.2 A Director may waive the requirement that notice be given to him of any Board meeting, either prospectively or retrospectively and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting.
- 100.3 It shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom unless he has asked the Board in writing that notices of Board meetings shall during his absence be given to him at any address in the United Kingdom notified to the Company for this purpose, but he shall not, in such event, be entitled to a longer period of notice than if he had been present in the United Kingdom at that address.

101. QUORUM

- 101.1 The quorum necessary for the transaction of business may be determined by the Board and until otherwise determined shall be two persons, each being a Director or an alternate Director. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions for the time being vested in or exercisable by the Board.
- 101.2 If a Director ceases to be a director at a Board meeting, he can continue to be present and to act as a director and be counted in the quorum until the end of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

102. CHAIRMAN

- 102.1 The Board may appoint one or more of its body as Chairman or Joint Chairman and one or more of its body as Deputy Chairman of its meetings and may determine the period for which he is or they are to hold office and may at any time remove him or them from office.
- 102.2 If no such Chairman or Deputy Chairman is elected, or if at any meeting neither a Chairman nor a Deputy Chairman is present within ten minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meetings. In the event two or more Joint Chairmen or, in the absence of a Chairman, two or more Deputy Chairman are present, the Joint Chairman or Deputy Chairman to act as Chairman of the meeting shall be decided by those Directors present. Any Chairman or Deputy Chairman may also hold executive office under the Company.

103. VOTING

Each Director shall be entitled to one vote and decisions arising at any Board meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of that meeting shall have a second or casting vote.

104. PARTICIPATION BY TELEPHONE OR OTHER FORM OF COMMUNICATION

104.1 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or any other form of communications equipment (whether in use when these Articles are adopted or developed subsequently), provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting.

104.2 A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting then is.

104.3 A resolution passed at any meeting held in the above manner, and signed by the Chairman of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee, as the case may be) duly convened and held.

105. RESOLUTION IN WRITING

105.1 A resolution in writing signed or confirmed electronically by all the Directors for the time being entitled to receive notice of a Board meeting and to vote on the resolution, and not being less than a quorum (or by all the members of a committee of the Board for the time being entitled to receive notice of such committee meeting and to vote on the resolution and not being less than a quorum of that committee), shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee, as the case may be).

105.2 Such a resolution may consist of several documents or electronic communications in the same form, each signed or authenticated by one or more of the Directors or members of the relevant committee.

106. PROCEEDINGS OF COMMITTEES

All committees of the Board shall, in the exercise of the powers delegated to them and in the transaction of business, conform with any mode of proceedings and regulations which the Board may prescribe and subject to this shall be governed by such of these Articles as regulate the proceedings of the Board as are capable of applying.

107. MINUTES OF PROCEEDINGS

- 107.1 The Board shall keep minutes of all shareholder meetings, all Board meetings and meetings of committees of the Board. The minutes must include the names of the Directors present.
- 107.2 Any such minutes, if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next meeting or the Secretary, shall be evidence of the matters stated in such minutes without any further proof.

108. VALIDITY OF PROCEEDINGS

All acts done by a meeting of the Board, or of a committee of the Board, or by any person acting as a Director, alternate Director or member of a committee shall be valid even if it is discovered afterwards that there was some defect in the appointment of any person or persons acting, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office.

109. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 109.1 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at the board meeting at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists or, in any other case, at the first board meeting after he knows that he is or has become so interested.
- 109.2 A Director shall not vote (or be counted in the quorum at a meeting) in respect of an actual or proposed transaction or arrangement with the Company in which he is interested.
- 109.3 Subject to the Companies Acts, the Company may by ordinary resolution suspend or relax the restrictions set out in paragraph 109.2 above.
- 109.4 A Director shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he 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.

110. PERMITTED INTERESTS AND VOTING

- 110.1 The restrictions set out in Article 109.2 above shall not apply and a Director may (in the absence of some other material interest) vote and be counted in the quorum in respect of any resolution concerning any of the following matters:
- 110.1.1 the giving of any guarantee, security or indemnity in respect of;

- a) money lent or obligations incurred by him or by any other person at the request of, or for the benefit of, the Company or any of its subsidiary undertakings;
 - b) a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility (in whole or in part and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security,
- 110.1.2 the giving of any indemnity where all other Directors are offered indemnities on substantially the same term;
- 110.1.3 any arrangement relating to the Company funding expenditure incurred by him defending proceedings of the Company or the Company doing something to enable him to avoid incurring such expenditure where all other Directors are offered substantially the same arrangements;
- 110.1.4 any contract concerning an offer of shares or debentures or other securities of the Company or any of its subsidiary undertakings for subscription or purchase, in respect of which he is or may be entitled to participate in his capacity as a holder of any securities or as an underwriter or sub-writer;
- 110.1.5 any contract in which he has an interest because of his interest in shares or debentures or other securities of the Company or because of any other interest in or through the Company;
- 110.1.6 any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which only gives him benefits which are also generally given to employees to whom the arrangement relates;
- 110.1.7 any contract concerning another company in which he is interested, directly or indirectly, and whether as an officer or shareholder or otherwise, provided that he does not hold an interest in shares representing one per cent. or more of any class of the equity share capital of such company;
- 110.1.8 any contract concerning the purchase or maintenance of insurance either or for the benefit of any Director or for persons who include Directors;
- 110.1.9 any contract for the benefit of employees of the Company or of any of its subsidiary undertakings which does not accord to him any privilege or benefit not generally accorded to the employees to whom the contract or arrangement relates; or
- 110.1.10 a contract relating to a pension, superannuation or similar scheme or a retirement, death, disability benefits scheme or employees' share scheme which gives the Director benefits which are also generally given to the employees to whom the scheme relates.

110.2 If a question arises at a Board meeting about whether a Director (other than the Chairman of the meeting) has an interest which is likely to give rise to a conflict of interest, or whether he can vote or be counted in the quorum, and the 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 Chairman's ruling about the relevant Director is final and conclusive, unless the nature and extent of the Director's interests have not been fairly disclosed to the Directors. If the question arises about the Chairman of the meeting, the question must be directed to the Directors. The Chairman cannot vote on the question but can be counted in the quorum. The Directors' resolution about the Chairman is final and conclusive, unless the nature and extent of the Chairman's interests have not been fairly disclosed to the Directors.

111. DIRECTORS' CONFLICTS OF INTEREST

111.1 The Board may, in accordance with the requirements set out in this Article 111, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under the Act to avoid conflicts of interest ("**Conflict**").

111.2 A Director seeking authorisation in respect of a Conflict shall declare to the Board the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The Director shall provide the Board with such details of the matter as are necessary for the Board to decide how to address the Conflict together with such additional information as may be requested by the Board.

111.3 Any authorisation under this Article 111 will be effective only if:

111.3.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles;

111.3.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director and any other Interested Director; and

111.3.3 the matter is agreed to without the Interested Director voting or would be agreed to if the Interested Director's and any other Interested Director's vote is not counted.

111.4 Any authorisation of a Conflict under this Article 111 must be recorded in writing (but the authority shall be effective whether or not the terms are so recorded) and may (whether at the time of giving the authorisation or subsequently):

111.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

111.4.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;

- 111.4.3 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- 111.4.4 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 111.4.5 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 111.5 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 111.6 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 111.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

112. GENERAL

- 112.1 For the purposes of Articles 109 to 111 inclusive (which shall apply equally to alternate Directors):
- 112.1.1 an interest of a person who is connected (which word shall have the meaning given in section 252 of the Act) with a Director shall be treated as an interest of a Director;
- 112.1.2 a contract includes references to any proposed contract and to any transaction or arrangement or proposed transaction or arrangement whether or not constituting a contract;
- 112.1.3 a conflict of interest includes a conflict of interest and duty and a conflict of duties; and

112.1.4 subject to the Companies Acts, the Company may by ordinary resolution suspend or relax the provisions of Articles 109 to 111 to any extent or ratify any contract not properly authorised by reason of a contravention of any of the provisions of Articles 109 to 111.

113. POWER TO AUTHENTICATE DOCUMENTS

Any Director, the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts. Where any books, records, documents or accounts are not at the Office, the local manager or other officer of the Company who has their custody shall be deemed to be a person appointed by the Board for this purpose. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

114. USE OF SEALS

114.1 The Board shall provide for the safe custody of the Seal. A Seal shall not be used without the authority of the Board or of a committee of the Board so authorised.

114.2 Subject as otherwise provided in these Articles, every document which is sealed using the common seal must be signed by at least one authorised person in the presence of a witness who attests the signature. An authorised person for this purpose is any Director, the Secretary or any other person authorised by the Directors for the purpose of signing documents to which the Seal is applied.

114.3 The official seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the official seal shall not require to be signed unless the Board decides otherwise or the law otherwise requires.

114.4 The Board can resolve that the requirement for any counter-signature in this Article 114 can be dispensed with on any occasion.

115. DECLARATION OF DIVIDENDS

Subject to the Act and these Articles, the Company may by ordinary resolution in a general meeting declare dividends to be paid to members according to their respective rights and interests in the profits of the Company. However, no dividend shall be payable in excess of the amount recommended by the Board.

116. INTERIM DIVIDENDS

Subject to the Act, the Board may declare and pay such interim dividends (including any dividend at a fixed rate) as appears to the Board to be justified by the profits of the Company available for distribution if the Board acts in good faith, it shall not incur any liability to the holders of shares for any loss that they may suffer by the lawful payment of any interim dividend on any other class of shares ranking with or after those shares.

117. CALCULATION AND CURRENCY OF DIVIDENDS

Except as provided otherwise by the rights attached to shares, all dividends:

117.1.1 shall be declared and paid accordingly to the amounts paid up (otherwise than in advance of calls) on the shares on which the dividend is paid;

117.1.2 shall be 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, but if any share is issued on terms that it shall rank for dividend as from a particular date, it shall rank for dividend accordingly; and

117.1.3 may be declared or paid in any currency. The Board may decide the rate of exchange for any currency conversions that may be required and how any costs involved are to be met.

118. AMOUNTS DUE ON SHARES CAN BE DEDUCTED FROM DIVIDENDS

The Board may retain any dividend or other money payable to any person on or in respect of a share all such sums as may be due from him to the Company on account of calls, a lien of the Company or towards the satisfaction of the debts, liabilities or other obligations in respect of which the lien exists. Sums so deducted can be used to pay amounts owing to the Company in respect of the shares.

119. DIVIDENDS NOT IN CASH

119.1 The Company may by ordinary resolution in a general meeting, upon the recommendation of the Directors, direct that payment of any dividend declared (including interim dividends) may be satisfied wholly or partly by the distribution of non-cash assets of equivalent value, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways.

119.2 Notwithstanding Article 119.1 above, to the extent that a distribution consists solely of shares held by the Company in Euskaltel, S.A. or any successor entity of Euskaltel, S.A. from time to time, the Board shall have the power to direct that payment may be satisfied wholly or partly by the distribution of non-cash assets of equivalent value, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways.

119.3 Where any difficulty arises regarding such distribution, the Board may settle it as it thinks fit. In particular, the Board may:

119.3.1 issue fractional certificates (or ignore fractions);

119.3.2 fix the value for distribution of such assets or any part of them and determined that cash payments may be made to any members on the footing of the values so fixed, in order to adjust the rights of members; and

119.3.3 vest any such assets in trustees on trust for the person entitled to the dividend.

120. NO INTEREST ON DIVIDENDS

Unless otherwise provided by the rights attached to the share, no dividend or other monies payable by the Company or in respect of a share shall bear interest as against the Company.

121. METHOD OF PAYMENT

121.1 The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by direct debit, bank transfer, cheque, dividend warrant, or money order or by any other method, including by electronic means, as the Board may consider appropriate. For uncertificated shares, any payment may be made by means of the relevant system (subject always to the facilities and requirements of the relevant system) and such payment may be made by the Company or any person on its behalf by sending an instruction to the operator of the relevant system to credit the cash memorandum account of the holder or joint holders of such shares or, if permitted by the Company, of such person as the holder or joint holders may in writing direct.

121.2 The Company may send such payment by post or other delivery service (or by such means offered by the Company as the member or person entitled to it may agree in writing) to the registered address of the member or person entitled to it (or, if two or more persons are holders of the share or are jointly entitled to it because of the death or bankruptcy of the member or otherwise by operation of law, to the registered address of such of those persons as is first named in the Register) or to such person and such address as such member or person may direct in writing.

121.3 Every cheque, warrant, order or other form of payment is sent at the risk of the person entitled to the money represented by it, and shall be made payable to the person or persons entitled, or to such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant, order or other form of payment (including transmission of funds through a bank transfer or other funds transfer system or by such other electronic means as permitted by these Articles or in accordance with the facilities and requirements of the relevant system concerned) shall be good discharge to the Company. If any such cheque, warrant, order or other form of payment has or shall be alleged to have been lost, stolen or destroyed, the Board may, at the request of the person entitled to it, issue a replacement cheque or warrant or order or make payment in some other form, subject to compliance by such person with such conditions as to evidence and

indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Board may think fit.

121.4 Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other monies payable in respect of such share.

121.5 The Board may, at its discretion, make provisions to enable any member as the Board shall determine to receive duly declared dividends in a currency or currencies other than sterling. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the foreign currency equivalent of any sum payable as a dividend shall be such rate or rates and the payment shall be on such terms and conditions as the Board may in its absolute discretion determine.

122. UNCASHED DIVIDENDS

If cheques, warrants or orders for dividends or other sums payable in respect of a share sent by the Company to the person entitled to them are returned to the Company or left uncashed on two consecutive occasions or, following one occasion, reasonable enquires have failed to establish any new address to be used for the purpose, the Company does not have to send any dividends or other monies payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

123. UNCLAIMED DIVIDENDS

All dividends that remain unclaimed for a period of 6 years after they were first declared or became due for payment shall (if the Board so resolves) be forfeited and shall cease to remain owing by the Company.

124. SCRIP DIVIDENDS

The Company may by ordinary resolution in a general meeting offer to any holders of ordinary shares (excluding any member holding shares as treasury shares) the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply:

124.1.1 the said resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period or periods but such period may not end later than the fifth anniversary of the date of the meeting at which the ordinary resolution is passed;

124.1.2 the entitlement of each holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder would have received by way of dividend. For this purpose “**relevant value**” shall be calculated by reference to the value of the ordinary shares of the Company as listed on AIM (or any other publication of a recognised investment exchange showing quotations for the Company’s ordinary

shares), or in such other manner as the Board may determine on such basis as it considers to be fair and reasonable. A certificate or report by the Company's auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount;

- 124.1.3 no fractions of a share shall be allotted. The Company may make such provisions as it thinks fit for any fractional entitlements including provisions where, in whole or in part, the benefit accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any member and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of any member of fully paid ordinary shares and/or provisions where cash payments may be made to members in respect of their fractional entitlements;
- 124.1.4 the Board shall, after the basis of such allotment has been determined, notify the holders of ordinary shares in writing of the right of election offered to them, and specify the procedure to be followed and place at which, and the latest time by which, elections must be lodged in order to be effective. No such notice need to be given to holders of ordinary shares who have previously given election mandates in accordance with Article 124.1.7 and whose mandates have not been revoked. The accidental omission to give notice of any right of election to, or the non-receipt (even if the Company becomes aware of such non-receipt) of any such notice by, any holder of ordinary shares entitled to the same shall neither invalidate any offer of an election nor give rise to any claim, suit or action;
- 124.1.5 the Company shall not proceed with any election unless the Company has sufficient reserves or funds that may be capitalised, and the Board has authority to allot sufficient shares, to give effect to it after the basis of the allotment is determined;
- 124.1.6 the Company may exclude from any offer or make other arrangements in relation to any holders of ordinary shares where the Company considers that the making of the offer to them or in respect of such shares would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them or in respect of such shares;
- 124.1.7 the Company may establish or vary a procedure for election mandates in respect of future rights of election and may determine that every duly effected election in respect of any ordinary shares shall be binding on every successor in title to the holder;
- 124.1.8 the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been duly made ("**elected ordinary shares**") and instead additional ordinary shares shall be allotted to the holders of the elected ordinary shares on the basis of allotment determined as stated above. For such purpose the Company may capitalise, out of any amount for the time being standing to the

credit of any reserve or fund (including any share premium account or capital redemption reserve) or of any of the profits which could otherwise have been applied in paying dividends in cash as the Company may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and apply it in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to the holders of the elected ordinary shares on such basis. The Board may do all acts and things considered necessary or expedient to give effect to any such capitalisation;

124.1.9 the Board may decide how any costs relating to the new shares available in place of a cash dividend will be met, including to deduct an amount from the entitlement of a holder of ordinary shares under this Article 124;

124.1.10 the additional ordinary shares so allotted shall rank *pari passu* in all respects with each other and with the fully paid ordinary shares in issue on the record date for the dividend in respect of which the right of election has been offered, except that they will not rank for any dividend or other distribution or other entitlement which has been declared, paid or made by reference to such record date; and

124.1.11 the Board may terminate, suspend, or amend any offer of the right to elect to receive ordinary shares in lieu of any cash dividend at any time and generally may implement any scrip dividend scheme on such terms and conditions as the Board may determine and take such other action as the Board may deem necessary or desirable in respect of any such scheme.

125. CAPITALISATION OF RESERVES

The Board may, with the authority of an ordinary resolution of the Company:

125.1.1 subject as provided in this Article 125, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the share premium account or capital redemption reserve or other undistributable reserve;

125.1.2 appropriate the sum resolved to be capitalised to the members in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members or as they may direct, in those proportions, or partly in one way and partly in the other, provided that:

- a) the share premium account, the capital redemption reserve, any other undistributable reserve and any profits which are not available for

distribution may, for the purposes of this Article 125, only be applied in paying up in full shares to be allotted to members credited as fully paid;

- b) the Company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of members to the distribution will be calculated accordingly; and
- c) in a case where any sum is applied in paying amounts for the time being unpaid on any shares of the Company or in paying up in full debentures of the Company, the amount of the net assets of the Company at that time is not less than the aggregate of the called up share capital of the Company and its undistributable reserves as shown in the latest audited accounts of the Company or such other accounts as may be relevant and would not be reduced below that aggregate by the payment of it,

125.1.3 resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends;

125.1.4 make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of it to the Company rather than to the members concerned) or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions;

125.1.5 authorise any person to enter on behalf of such members concerned into an agreement with the Company providing for either:

- a) the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation; or
- b) the payment up by the Company on behalf of such members by the application of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares,

(any agreement made under such authority being effective and binding on all such members); and

125.1.6 generally do all acts and things required to give effect to such resolution.

126. RECORD DATES

126.1 Notwithstanding any other provision of these Articles but without prejudice to the rights attached to any shares and subject always to the Act, the Company or the Board may by resolution specify any date (“**record date**”) as the date at the close of business (or such other time as the Board may determine) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest,

allotment, issue, notice, information, document or circular. Such record date may be before, on or after the date on which the dividend, distribution, interest, allotment, issue, notice, information, document or circular is declared, made, paid, given, or served.

- 126.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, interest, allotment, issue, notice, information, document or circular shall be determined by reference to the date on which the dividend is declared, the distribution allotment or issue is made or the notice, information, document or circular is made, given or served.

127. INSPECTION OF RECORDS

No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by law, by order of a court of competent jurisdiction, by the Board or by ordinary resolution of the Company.

128. SERVICE OF NOTICES

- 128.1 The Company can send, deliver or serve any notice or other document, including a share certificate, to or on a member:

128.1.1 personally;

128.1.2 by sending it through the postal system addressed to the member at his registered address or by leaving it at that address addressed to the member;

128.1.3 through a relevant system, where the notice or document relates to uncertificated shares;

128.1.4 where appropriate, by sending or supplying it in electronic form to an address notified by the member to the Company for that purpose;

128.1.5 where appropriate, by making it available on a website and notifying the member of its availability in accordance with this Article 128; or

128.1.6 by any other means authorised in writing by the member.

- 128.2 In the case of joint holders of a share:

128.2.1 the service, sending or supply of any notice, document or other information on or to one of the joint holders shall for all purposes be deemed a sufficient service on, sending or supplying to all the joint holders; and

128.2.2 anything to be agreed or specified in relation to any notice, document or other information to be served on, sent or supplied to them may be agreed or specified by any one of the joint holders and the agreement or specification of the first named in the Register shall be accepted to the exclusion of that of the other joint holders.

- 128.3 Where a member (or, in the case of a joint holders, the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which notices, documents or other information may be given to him or has given to the Company an address for the purposes of communications by electronic means at which notices, documents or other information may be served, sent or supplied to him, he shall be entitled to have notices served, sent or supplied to him at such address or, where applicable, the Company may make them available on a website and notify the holder of that address. Otherwise no such member shall be entitled to receive any notice, document or other information from the Company.
- 128.4 If, on three consecutive occasions, any notice, document or other information has been sent to any member at his registered address or his address for the service of notices (by electronic means or otherwise) but has been returned undelivered, such member shall not be entitled to receive notices, documents or other information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of notices or has informed the Company of an address for the service of notices and the sending or supply of documents and other information in electronic form. For these purposes, any notice, document or other information served, sent or supplied by post shall be treated as returned undelivered if the notice, document or other information is served, sent or supplied back to the Company (or its agents) and a notice, document or other information served, sent or supplied in electronic form shall be treated as returned undelivered if the Company (or its agents) receives notification that the notice, document or other information was not delivered to the address to which it was served, sent or supplied.
- 128.5 The Company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all of the members.

129. NOTICE ON PERSON ENTITLED BY TRANSMISSION

The Company may give notice to the person entitled to a share because of the death or bankruptcy of a member or otherwise by operation of law, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claimed to be so entitled or to which notices may be sent in electronic form. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

130. RECORD DATE FOR SERVICE

Any notice, document or other information may be served, sent or supplied by the Company by reference to the register as it stands at any time not more than 15 days before the date of service, sending or supplying. No change in the register after that time shall invalidate that service, sending or supply. Where any notice, document or other

information is served on, sent or supplied to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service, sending or supplying of that notice, document or other information.

131. EVIDENCE OF SERVICE

- 131.1 Any notice, document or other information, addressed to a member at his registered address or address for service in the United Kingdom shall, if served, sent or supplied by first class post, be deemed to have been served or delivered on the day after the day when it was put in the post (or, where second class post is employed, on the second day after the day when it was put in the post). Proof that an envelope containing the notice, document or other information was properly addressed and put into the post as a prepaid letter shall be conclusive evidence that the notice was given.
- 131.2 Any notice, document or other information not served, sent or supplied by post but delivered or left at a registered address or address for service in the United Kingdom (other than an address for the purposes of communications by electronic means) shall be deemed to have been served or delivered on the day on which it was so delivered or left.
- 131.3 Any notice, document or other information, if served, sent or supplied by electronic means shall be deemed to have been received on the day on which the electronic communication was sent by or on behalf of the Company, notwithstanding that the Company subsequently sends a hard copy of such notice, document or other information by post. Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this Article 131. Proof that the notice, document or other information was properly addressed shall be conclusive evidence that the notice by electronic means was given.
- 131.4 Any notice, document or other information served, sent or supplied by the Company by means of a relevant system shall be deemed to have been received when the Company, or any sponsoring system-participant acting on its behalf, sends the issuer-instruction relating to the notice, document or other information.
- 131.5 Any notice, document or other information served, sent or supplied by the Company by any other means authorised in writing by the member concerned shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

132. NOTICE WHEN POST NOT AVAILABLE

If at any time, by reason of the suspension, interruption or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by notices sent through the post, the Company need only give notice of a general meeting to those members with whom the Company can communicate by electronic means and who have provided the Company with an address for this purpose. The Company shall also advertise the notice in at least one national newspaper published in the United Kingdom and make it available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment of it. In any such case the Company shall send confirmatory copies of the notice by post to those members to whom notice cannot be given by electronic means if, at least seven days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

133. INDEMNITY AND INSURANCE

133.1 In this Article 133:

133.1.1 companies are “**associated**” if one is a subsidiary of the other or both are subsidiaries of the same body corporate;

133.1.2 a “**relevant officer**” means any Director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor); and

133.1.3 “**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, any associated company or any pension fund or employees’ share scheme of the company or associated company.

133.2 Subject to Article 133.4, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 133.2.1 each relevant officer shall be indemnified out of the Company's assets against all relevant loss and in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including 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 (or any associated company's) affairs; and
- 133.2.2 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 133.2.1 above and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 133.3 This Article 133 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.
- 133.4 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

134. WINDING UP

- 134.1 If the Company is being wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by law:
- 134.1.1 divide amongst the members in specie the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how such division shall be carried out as between the members or different classes of members; and/or
- 134.1.2 vest the whole or any part of the assets in trustees, upon such trusts for the benefit of members as the liquidator, shall think fit, but so that no member shall be compelled to accept any assets in respect of which there is any liability.