

THE COMPANIES ACT 2006

Articles of Association

OF

CHEQUE AND CREDIT CLEARING COMPANY LIMITED

Registered Office:

2 THOMAS MORE SQUARE

LONDON

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THE COMPANIES ACT 2006

A COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

— of —

CHEQUE AND CREDIT CLEARING COMPANY LIMITED

Company Number 1962903

CONTENTS

<u>Article No.</u>	<u>Article</u>	<u>Page No.</u>
PART 1: GENERAL		
1.	THE COMPANY	5
2.	THESE ARTICLES	5
3.	INTERPRETATION	5
4.	SHARE CAPITAL	11
5.	REGISTERED OFFICE	11
PART 2: COMPANY MEMBERSHIP		
6.	COMPANY MEMBERS	11
7.	CHARGES	12
PART 3: SHARES & SHARE RIGHTS		
8.	SHARE RIGHTS	12
9.	SHARES	13
10.	CERTIFICATES	14
PART 4: TRANSFER OF SHARES		
11.	MODE OF TRANSFER OF SHARES	15
12.	TRANSFER OF SHARES	16
13.	TERMINATION OF COMPANY MEMBERSHIP	17

<u>Article No.</u>	<u>Article</u>	<u>Page No.</u>
PART 5: CAPITAL OF THE COMPANY		
14.	INCREASE OF CAPITAL	17
15.	ALTERATIONS OF CAPITAL	18
PART 6: GENERAL MEETINGS OF COMPANY MEMBERS		
16.	GENERAL MEETINGS	19
17.	NOTICE OF GENERAL MEETINGS	19
18.	PROCEEDINGS AT GENERAL MEETING	20
19.	VOTING	22
20.	VOTES OF COMPANY MEMBERS	23
21.	PROXIES	24
22.	COMPANY MEMBERS' RESOLUTIONS	25
PART 7: DIRECTORS		
23.	APPOINTMENT AND REMOVAL OF DIRECTORS	25
23A.	INDEPENDENT DIRECTORS	26
23B	DIRECTORS – GENERAL	27
24.	DISQUALIFICATION OF DIRECTORS	27
25.	DIRECTORS' REMUNERATION AND EXPENSES	27
26.	ALTERNATE DIRECTORS	28
27.	DIRECTORS' INTERESTS	29
PART 8: THE BOARD		
28.	POWERS AND DUTIES OF THE BOARD	31
29.	PROCEEDINGS OF THE BOARD	33
30.	COMMITTEES	36
PART 9: OTHER OFFICERS		
31.	CHIEF EXECUTIVE OFFICER	37
32.	EXECUTIVE OFFICERS AND OTHER OFFICERS	37
33.	SECRETARY	38

<u>Article No.</u>	<u>Article</u>	<u>Page No.</u>
PART 10: MISCELLANEOUS		
34.	RECORD DATES	38
35.	ACCOUNTS	38
36.	AUDIT	39
37.	THE SEAL	39
38.	SERVICE OF NOTICES AND OTHER DOCUMENTS	39
39.	DESTRUCTION OF DOCUMENTS	41
40.	WINDING UP	41
41.	INDEMNITY	42

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ARTICLES OF ASSOCIATION

- of -

CHEQUE AND CREDIT CLEARING COMPANY LIMITED

Adopted by Special Resolution passed on [.....] June 2018

Company Number 1962903

PART 1: GENERAL

1. THE COMPANY

The Company is a private company limited by shares.

2. THESE ARTICLES

The provisions of these Articles constitute the regulations of the Company to the exclusion of all other regulations prescribed under any statute concerning companies which might otherwise apply to the Company.

3. INTERPRETATION

3.1 In these Articles unless the context otherwise requires:

(a) “A Ordinary Shares” means the A ordinary shares in the capital of the Company with the rights attached to them as set out in Article 9.7;

(a 1) the “Act” means the Companies Act 2006 including any statutory modifications or re-enactments thereof for the time being in force;

(b) “Articles” means these Articles of Association in their present form or as from time to time altered;

(c) the “Board” means the Board of Directors of the Company from time to time or the Directors present at a meeting of Directors at which a quorum is present;

(c1) “Card Scheme” means credit and debit card payment systems for example, those operated by Mastercard Europe Spri and Visa Europe Limited, and any entity within the Corporate Group of any such card scheme;

(d) “Central Infrastructure Provider” means an infrastructure provider who provides to the Company under contract a package of systems and services, comprising hardware and software, for the purposes of operating a relevant payment systems, including the processing of funds transfers.

(e) “Cheque Clearing System” means the payment system of that name, comprising the various sub-systems and including any technology systems used by operator suppliers for the automated processing and clearing of payments with respect to such sub-systems;

(f) Deleted

(f1) “Clearing System” means any of the Cheque Clearing System, the Credit Clearing System and the Debit (Euro) Clearing System;

for the avoidance of doubt, the Company also runs the Image Clearing System which is governed by and operates under a separate, independent and standalone contractual framework. For the avoidance of doubt, this is distinct from the contractual framework supporting the Clearing System and, for the purposes of these Articles, is not included in the definition of Clearing System.

(g) “Clearing Transaction” means a clearing, collection, payment, transfer, transmission, distribution or exchange transaction effected through a clearing;

(h) deleted;

(i) the “Companies Acts” means every statute from time to time in force concerning companies insofar as the same applies to the Company;

(j) deleted;

(k) “Company Member” means, subject to the provisions of these Articles regarding termination of share ownership, any person registered in the Register as the holder of shares in the Company and “shareholding” shall be construed accordingly;

(k1) “Company Member Director” means a Director appointed in accordance with Article 23.1;

(k2) “Connected Director” means a Director that is:

- (a) an employee of a System Member (hereafter referred to as “the connected System Member”); or
- (b) he is an employee of another entity in the same Corporate Group as the connected System Member.

(l) “Credit Clearing System” means the payment system of that name, comprising the various sub-systems and including any technology systems used by operator suppliers for the automated processing and clearing of payments with respect to such sub-systems;

(m) “Debit (Euro) Clearing System” means the payment system of that name, comprising the sub-systems and including any technology systems used by operator suppliers for the automated processing and clearing of payments with respect to such sub-systems;

(m1) “Director” or “Directors” means a director or directors of the Company from time to time and, unless otherwise stated, includes Company Member Directors, the Chief Executive Officer and chairperson of the Company and the Independent Directors from time to time;

(n) “Electronic Communication” has the meaning given to it in the Electronic Communications Act 2000;

(o) “Exclusion Event” has the meaning set out in the Settlement Agreements;

(o1a) "ICS" or "Image Clearing System" means the payment system of that name, including any technology systems used by operator suppliers for the automated processing and clearing of payments with respect to such payment system.

(o1b) "ICS Manual" means the document titled "ICS Manual" issued in relation to ICS.

(o1) "Independent" means a Director (excluding any Connected Director) who the Board determine to be independent in character and judgment and whose relationships or circumstances are unlikely to affect, or appear to affect, the Director's judgment. For these purposes, the following relationships or circumstances shall, unless otherwise determined by the Board, be presumed to preclude a Director's independence:

- i. the person has been an employee of the Company, UKPA, an electronic payment scheme, Card Scheme or any collaborative payments industry body/trade association within the last two years;
- ii. the person has, or has had within the last two years, a material business relationship with the Company, an electronic payment scheme, Card Scheme, any collaborative payments industry body/trade association, any cheque processors or cheque printers;
- iii. the person receives or has received within the last two years additional remuneration from the Company, an electronic payment scheme, Card Scheme or any collaborative industry payments body/trade association, or participates in any share option or performance-related pay scheme of the Company, an electronic payment scheme, Card Scheme or any collaborative payments industry body/trade association;
- iv. the person has close family ties with the advisers, directors or senior employees of the Company, an electronic payment scheme, Card Scheme or any collaborative payments industry body/trade association;
- v. the person represents a Company Member (or any entity in the same Corporate Group as Company Member), or is a director of an electronic payment scheme, Card Scheme or any collaborative industry payments body/trade association, or has significant links with directors of an electronic payment scheme, Card Scheme or any collaborative payments industry body/trade association, either directly or through involvement in other companies or bodies;

and/or

- vi. the person has served on the board of the Company for more than six years from the date of their first election.

(o2) “Independent Director” means a Director who is Independent;

(p) Deleted

(p1) “Ordinary Share” means ordinary shares in the capital of the Company with the rights attached to them as set out in Article 9.6;

(q) “paid up” means paid up or credited as paid up;

(r) "payment system" has the meaning given to that phrase under the Financial Services (Banking Reform) Act 2013;

(s) “person” includes any person, firm, company, corporation, unincorporated association or other association of persons or any two or more of the foregoing;

(s1) “Public Interest” means, in considering whether a matter concerns the Public Interest, a matter concerning the Company, the Clearing System and/or the payments industry for the long term benefit of the UK, its citizens and businesses as a whole, with particular emphasis on customer needs, competition, innovation, reducing barriers to entry in the payments industry and limiting systemic risk, as determined in accordance with Article 29.4;

(t) the “Register” means the register of Company Members;

(u) the “Seal” means the common seal of the Company;

(v) the “Secretary” includes a temporary or assistant secretary and any person appointed by the Board to perform any of the duties of the secretary;

(w) “Settlement Agreements” means the three settlement agreements (i.e. the Cheque Clearings Settlement Agreement, the Credit Clearing Settlement Agreement and the Debit

Clearing (Euro) Settlement Agreement) dated 23 May 2005 as amended and restated on 19 November 2010 and 14 June, 2012 between the Company (or its successor or assign (if applicable)), and the System Members as at the date of each agreement, as amended and/or restated from time to time, each a "Settlement Agreement";

(x) "System Member" means a person which has entered into or which has acceded to, the System Membership Agreement;

(y) "System Membership Agreement" means the agreement by which a person agrees to remain or to become, as the case may be, a member of the Clearing System upon and subject to the terms of that agreement;

(z) Deleted

(z1) "UKPA" means UK Payments Administration Limited, a company incorporated in England and Wales with company number 01935025 and which provides services to the Company, any successor to it or any service company providing like services to the Company from time to time;

(aa) the "United Kingdom" means Great Britain and Northern Ireland;

(ab) for the purposes of these Articles, Company Members are members of the same "**Corporate Group**" where one is the holding company of the other or where each of them has the same holding company;

(ac) for the purposes of these Articles, where reference is made to shares in the Company and not otherwise more specifically described, this shall refer to any shares of any class in issue in the Company;

(ad) references to writing shall be deemed to include typewriting, printing, lithograph, photography, email and other modes of representing or reproducing words in a legible form;

(ae) any words or expressions defined in the Companies Acts in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such part (as the case may be); and

(af) where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

3.2 These Articles are divided into paragraphs numbered consecutively and such paragraphs are, where appropriate, divided into sub-paragraphs numbered consecutively. A reference to a numbered Article is a reference to the relevant paragraph of these Articles and a reference to a numbered sub-paragraph of an Article is a reference to the relevant sub-paragraph of the relevant Article.

3.3 The headings to Articles, the division of these Articles into Parts and the headings to Parts in these Articles are for ease of reference only and shall not affect the construction of these Articles.

4. SHARE CAPITAL

The authorised share capital of the Company is £10,000 divided into 100,000 shares of ten pence each.

5. REGISTERED OFFICE

The registered office shall be at such place in England or Wales as the Board shall from time to time appoint.

PART 2: COMPANY MEMBERSHIP

6. COMPANY MEMBERS

6.1 The Board shall be entitled to determine the terms on which the Company admits persons to be Company Members and allows persons to remain Company Members.

6.2 deleted.

6.3 deleted.

6.4 Any body corporate which is a Company Member may nominate such person as it thinks fit to act as its representative at any meeting of the Company Members of the Company, and the person so appointed shall be entitled to exercise the same powers on behalf of the body corporate which it represents as that body corporate could exercise if it were an individual Company Member.

6.5 In the event that two or more Company Members merge, the Company shall determine on the following basis, whether any body corporate shall cease to be a Company Member:

6.5.1 If the merged Company Members form part of the same Corporate Group but retain their individual corporate identities and continue as individual System Members, they will be deemed as separate Company Members and shall retain their individual shares in the Company.

6.5.2 If the merged Company Members form one corporate entity becoming a single System Member, they will be treated as a single Company Member and will retain only one share. All other shares held by the corporate bodies now forming the single corporate entity shall be transferred to the Company or to such other person or body corporate at the Company may decide.

6.5.3 In the event that a Company Member is not a body corporate, the same principles as contained in 6.5.1 and 6.5.2 will apply notwithstanding the unincorporated body's legal status.

7. CHARGES

The Board may from time to time require the Company Members to contribute, in the amounts and in the manner determined by the Board to be equitable between the Company Members, towards the payment and discharge of the costs and liabilities incurred by the Company.

PART 3: SHARES AND SHARE RIGHTS

8. SHARE RIGHTS

8.1 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares in the Company, any share in the Company may be issued with

such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may by special resolution determine.

8.2 deleted.

9. SHARES

General

9.1 No person shall be entitled to hold any shares in the Company except persons entitled to hold shares as provided by Article 6.

9.2 The Directors shall not allot any shares in the Company or grant any right to subscribe for or to convert any security into shares in the Company in contravention of sections 549 and 550 of the Act.

9.3 The provisions of sections 561 and 562 of the Act are hereby excluded pursuant to section 567 of the Act and accordingly so long as the Company remains a private company the pre-emption rights otherwise conferred by the said sections 561 and 562 upon existing shareholders in relation to the allotment of equity securities do not apply.

9.4 The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Companies Acts.

9.5 Except as ordered by a Court of competent jurisdiction or as required by law or as expressly permitted by these Articles, no Company Member shall sell, transfer, assign or otherwise part with any interest (whether legal or equitable) in all or any shares in the Company held by such Company Member and no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest, in any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

Ordinary Shares

9.6 Ordinary Shares shall have all rights attaching to them as conferred by the Companies Acts and these Articles without discrimination, including rights to receive notice of, attend,

speak and vote at meetings of Company Members, and a return of capital on a winding up of the Company, if appropriate.

A Ordinary Shares

9.7 A Ordinary Shares shall have no rights attached to them which, for the avoidance of doubt, means no rights to receive notice of, attend, speak at or vote at meetings of Company Members, nor any rights as to a return of capital on a winding up of the Company.

9.8 deleted.

9.9 deleted.

9.10. deleted.

10. CERTIFICATES

10.1 Every person whose name is entered as a holder of any share in the Register shall be entitled, without charge to receive within two months after allotment or lodgement of the transfer to him or her of the shares in respect of which he is so registered (or within such other period as the terms of issue shall provide) one certificate for all such shares or several certificates each for one or more of such shares: Provided always that the Company shall not be bound to issue more than one certificate in respect of a share held jointly by several persons and delivery thereof to one of several joint holders shall be sufficient delivery to all. A Company Member who has sold or transferred part of the shares comprised in his/her holding shall be entitled to a certificate for the balance without charge. Delivery of a certificate to the agent acting in regard to the purchase,

sale or transfer of shares to whom it relates shall be sufficient delivery to the purchaser, transferee or, as the case may be, the Company Member.

10.2 If a share certificate is defaced, worn out, lost or destroyed it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of the costs and out-of-pocket expenses of the Company of investigating such evidence and preparing such indemnity as the Board may think fit and, in case of defacement, on delivery of the old certificate to the Company.

PART 4: TRANSFER OF SHARES

11. MODE OF TRANSFER OF SHARES

11.1 The instrument of transfer of a share may be in any usual form or in any other form which the Board may approve and shall be executed by or on behalf of the transferor and, unless the share is paid up, by or on behalf of the transferee.

11.2 Subject to Article 11.3 the Board shall refuse to register the transfer of a share which is not transferred in accordance with Article 12 and may refuse to register the transfer of a share unless -

(a) it is lodged at the registered office or at such other place as the Board may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(b) it is in favour of not more than four transferees.

11.3 The Board shall not refuse to register any transfer of shares made pursuant to Article 12 provided that the provisions of paragraphs (a) to (b) of Article 11.2 are satisfied in relation to such transfer. The Board may refuse to register a transfer where the transferee is not, or is not entitled to be, a Company Member.

11.4 If the Board refuses to register a transfer of a share, it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal stating the reason for such refusal.

11.5 The registration of transfers of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Board may determine.

11.6 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

11.7 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuses to register shall be returned to the person lodging it when notice of the refusal is given.

12. TRANSFER OF SHARES

12.1.1 Transfers of shares in the Company shall take place only in the following circumstances:

- (1) upon any Company Member ceasing to be or ceasing to be entitled to be a Company Member in accordance with Article 13; or
- (2) by a Company Member (the “**Transferor**”) to its ultimate holding company or a wholly owned subsidiary of the Transferor's ultimate holding company or in the case that a Company Member is a building society by a transfer:
 - (i) to another building society which becomes the Company Member’s successor within the meaning of section 93 of the Building Societies Act 1968; or
 - (ii) of the whole or substantially the whole of the engagements of the Company Member to another building society under section 94 of the Building Societies Act 1986; or
 - (iii) of the business of the Company Member to a successor within the meaning of section 97 of the Building Societies Act 1986; or
- (3) where such transfer of shares has received the prior approval of the Board.

12.2 Upon the admission of any new Company Member, the Board shall arrange for the issue to that new Company Member of one Ordinary Share in the Company at nominal value.

12.3 Where a change in the Company Members results from the substitution as Company Member for one company in a Corporate Group of any other company in the same Corporate Group as a result of a reorganisation within such Corporate Group, a transfer of shares between the departing Company Member and the new Company Member shall be sufficient. The price at which any such transfer between companies in the same Corporate Group as a result of a reorganisation is effected shall be determined by such companies and not by the Board.

12.4 To give effect to any transfer of shares required pursuant to Article 12 the Board may authorise some person to execute an instrument of transfer of shares on behalf of any

Company Member which does not effect a transfer as required.

13. TERMINATION OF COMPANY MEMBERSHIP

13.1 Cessation of Shareholding shall not:

- (a) entitle the former Company Member to repayment of any part of any subscription or levy previously paid by him or her; or
- (b) affect the former Company Member's liability to pay any subscription or levy which became due and payable before he ceased to be a Company Member or any commitment of that Company Member to pay a subscription or levy incurred before the date on which the Company Member ceased to be a Company Member but which becomes due and payable after that date.

13.2 Not used

13.3 Notwithstanding the termination of a Company Member's membership, such Company Member shall remain liable to make contributions to the Company in accordance with Article 7 in respect of the period during which such Company Member was a shareholder in the Company.

13.4 Upon the termination of a person's entitlement to be a Company Member, its rights as a Company Member, including without limitation any right to exercise any vote in respect of any share in the Company held by such person, shall also terminate, notwithstanding that such person may remain registered as a Company Member in the Register.

PART 5: CAPITAL OF THE COMPANY

14. INCREASE OF CAPITAL

14.1 The Company in general meeting may from time to time by special resolution increase its capital by such sum to be divided into shares of such amounts and with such rights and privileges annexed thereto as the resolution shall prescribe.

14.2 The Company may, by the resolution increasing its capital, direct that the new shares or any of them shall be offered in the first instance either at par or at a premium or (subject to the

provisions of the Companies Acts and these Articles) at a discount to all the holders for the time being of shares of any class or classes in proportion to the number of such shares held by them respectively or may (subject to the provisions of the Companies Acts and these Articles) make any other provisions as to the issue of the new shares.

14.3 The new shares shall be subject to all the provisions of these Articles with reference to, transfer, transmission, and otherwise.

15. ALTERATIONS OF CAPITAL

15.1 The Company may from time to time by ordinary resolution:

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

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

(c) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its authorised share capital by the amount of the shares so cancelled.

15.2 The Company may by special resolution, subject to any confirmation or consent required by law, reduce any capital redemption reserve or any share premium account in any manner.

15.3 Where any difficulty arises in regard to any consolidation and division under paragraph (a) of Article 15.1, the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or arrange for the sale of the shares representing fractions, subject to Article 9.1, and the distribution of the net proceeds of sale in due proportion amongst the

Company Members who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to the purchaser thereof, who shall not be bound to see to the application of the purchase money nor shall his/her title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

PART 6: GENERAL MEETINGS OF COMPANY MEMBERS

16. GENERAL MEETINGS

16.1 The Board may in each year convene and the Company shall at the request of the Board hold a general meeting at such time and place as the Board shall appoint.

16.2 Any meeting of the Company Members shall be called a general meeting.

16.3 The Board may, whenever it thinks fit, convene a general meeting and a general meeting shall also be convened on such requisition, or in default may be convened by such requisitions, as provided by Section 303 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any Company Members may convene a general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Board.

16.4 The time and place of any meeting shall be determined by the conveners of the meeting.

16.5 A meeting may be validly held notwithstanding that the Company Members may not be in the same place provided that they are in constant communication with each other throughout by telephone, television or other form of communication. A meeting held in this way is deemed to take place at the place where the largest group of participating Company Members is assembled or, if no such group is readily identifiable, at the place from where the chairperson of the meeting participates.

17. NOTICE OF GENERAL MEETINGS

17.1 (1) A general meeting shall be called by not less than fourteen days' notice given in accordance with the Article 38.

(2) The period of notice shall be exclusive of the day on which the notice is served or deemed to be served and of the day for which it is given and the notice shall specify the place, day and time of meeting and, in the case of special business, the general nature of that business.

(3) The notice convening a general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution.

(4) Notice of every general meeting shall be given in the manner herein mentioned to all Company Members and also to each of the Directors and the auditors of the Company.

(5) In every notice convening a meeting, there shall appear with reasonable prominence a statement that a Company Member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, to vote instead of him or her and that a proxy need not be a Company Member.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called, if it is so agreed, by a majority in number of the Company Members having a right to attend and vote at the meeting, being a majority together holding not less than 90 per cent in nominal value of the Ordinary Shares.

17.2 The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send an instrument of proxy to, or the non-receipt of notice of a meeting or such instrument of proxy by, any Company Member entitled to receive such notice shall not invalidate the proceedings of that meeting.

17.3 The omission to give notice of a meeting (for whatever reason) to any of the Directors shall not invalidate the proceedings of that meeting.

18. PROCEEDINGS AT GENERAL MEETING

- 18.1 All business to be transacted at a general meeting other than its ordinary business shall be deemed special business. No business may be transacted at a general meeting, unless due notice of such business has been given.
- 18.2 The ordinary business of a general meeting shall be:
- (a) the consideration and adoption of the account and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the accounts; and
 - (b) the fixing, or the determining of the method of the fixing, of the remuneration of the Directors and of the Auditors.
- 18.3 No business, other than the appointment of a chairperson, shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided by these Articles, at any general meeting, Company Members representing 75% of the voting rights of the Company, present in person or by proxy and entitled to notice of and to attend and vote at such meeting shall be a quorum for all purposes. A corporation being a Company Member shall be deemed for the purpose of these Articles to be present in person if represented by proxy or in accordance with the provisions of the Companies Acts.
- 18.4 If within fifteen minutes after the time appointed for the meeting a quorum is not present, the meeting if convened on the requisition of Company Members shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson of the meeting may determine.
- 18.5 Each Director shall be entitled to attend and speak at any general meeting of the Company.
- 18.6 The chairperson (if any) of the Board or, in his/her absence, an Independent Director (if any) shall preside as chairperson at every general meeting. If there is no such chairperson or Independent Director, or if at any meeting neither the chairperson nor any Independent Director is present within fifteen minutes after the time appointed for holding the meeting, or if neither of them is willing or able to act as chairperson, the Directors present shall choose one of their number to act, or if one Director only is present he/she shall preside as chairperson if willing to act. If no Director is present, or if

each of the Directors present declines to take the chair, the persons present and entitled to vote on a poll shall elect one of their number to be chairperson of the meeting.

18.7 The chairperson may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

18.8 Save as expressly provided by these Articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

19. VOTING

19.1 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded either by the chairperson of the meeting or by any Company Member or Company Members present in person or by proxy and having the right to attend and vote at the meeting.

19.2 Unless a poll is demanded and the demand is not withdrawn, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost, and an entry to that effect in the minute book 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.

19.3 The demand for a poll may be withdrawn.

19.4 If a poll is duly demanded, the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19.5 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken in such manner

and either forthwith or at such time (being not later than 21 days after the date of the demand) and place as the chairperson shall direct. It shall not be necessary (unless the chairperson otherwise directs) for notice to be given of a poll which is not taken forthwith.

19.6 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn at any time before the close of the meeting or the taking of the poll, whichever is the earlier.

19.7 The chairperson of any general meeting shall not, notwithstanding an equality of votes at such general meeting, be entitled to an additional or casting vote.

20. VOTES OF COMPANY MEMBERS

20.1 Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, or to any other restrictions on voting contained in these Articles, on a show of hands every Company Member who is present in person (including any corporation represented by proxy or in accordance with the Companies Acts) at a general meeting of the Company shall have one vote, and on a poll every Company Member who is present in person or by proxy shall have one vote for each Ordinary Share of which he is the holder.

For the avoidance of doubt, a Company Member abstaining from voting will not be counted towards the total number of Company Members out of which votes in favour of a resolution are to be determined.

20.2 On a poll votes may be given either personally or by proxy.

20.3 A person entitled to more than one vote on a poll need not use all his/her votes or cast all the votes he uses in the same way.

20.4 No Company Member shall, unless the Board otherwise determines, be entitled to be present or vote at any general meeting or to exercise any privilege as a Company Member in relation to meetings of the Company unless all calls or other sums presently payable by him or her in respect of shares in the Company have been paid or if he/she or any person appearing to be interested in such shares has been duly served

with a notice under the Companies Acts and is in default in supplying to the Company the information thereby required within the period of 28 days from the date of such notice. For the purpose of this Article, a person shall be treated as appearing to be interested in any shares if the Company Member holding such shares has given to the Company a notification under the Companies Acts which fails to establish the identities of those interested in the shares and if (after taking into account the said notification and any other relevant notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares.

- 20.5 If at any general meeting (i) any objection shall be raised to the qualification of any voter or (ii) any votes have been counted which ought not to have been counted or which might have been rejected or (iii) any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the objection is raised or the error pointed out at the meeting or, as the case may be, the 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 chairperson of the meeting and shall only vitiate the decision of the meeting on any resolution if in the opinion of the chairperson, the objection or error is of sufficient magnitude to affect the result of the voting. The decision of the chairperson on such matters shall be final and conclusive.

20.6 Deleted.

21. PROXIES

21.1 (1) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.

(2) A proxy shall have the same powers to vote and speak at a meeting of the company as a Company Member present in person. A proxy need not be a Company Member.

21.2 The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or

authority, shall be deposited at the registered office of the Company (or at such other place in the United Kingdom as may be specified in the notice convening the meeting or in any document sent therewith):

- (a) not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- (b) in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll; and
- (c) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded;

and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.

21.3 Instruments of proxy shall be in any common form or in such other form as the Board may approve and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well as for any adjournment of the meeting as for the meeting to which it relates.

21.4 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the registered office (or such other place in the United Kingdom as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) before the commencement of the meeting or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.

22. COMPANY MEMBERS' RESOLUTIONS

The Company Members may pass resolutions in writing in accordance with the provisions of Part 13 of the Act.

PART 7: DIRECTORS

23. APPOINTMENT AND REMOVAL OF DIRECTORS

Company Member Directors

23.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director: (a) by ordinary resolution, or (b) by a decision of the Directors. In addition and without prejudice to the provisions of section 168 of the Act, the Company may by ordinary resolution (whether at a general meeting or in writing and without special notice) remove any director before the expiration of his period of office and may by ordinary resolution (whether at a general meeting or in writing and without any special notice) appoint another director in his place.

23.2 Deleted.

23.3 *Moved.*

23.4 Deleted

23.5 Deleted

23A. INDEPENDENT DIRECTORS

23A.1 The Board shall appoint, and maintain at all times the appointment of, not less than two Independent Directors.

23A.2 The Board should state its reasons if it determines that a director appointed pursuant to Article 23A.1 is Independent notwithstanding the existence of relationships or circumstances which may appear relevant to its determination.

23A.3 No person may be an Independent Director of the Company if he is also a Director of a Central Infrastructure Provider to the Company.

23B DIRECTORS – GENERAL

23B.1 No appointment of a person as Director shall have effect unless and until his consent in the prescribed form to act as a Director shall have been received at the Company's registered office.

23B.2 No Director shall vacate his/her office or be ineligible for re-appointment as a director, nor shall any person be ineligible for appointment as director, by reason only of his/her having attained a particular age.

23B.3 No person may be a Director of the Company if he/she is also a Director of a Central Infrastructure Provider to the Company.

24. DISQUALIFICATION OF DIRECTORS

24.1 The office of a Director shall be vacated if:

- (a) the Director resigns his/her office by written notice to the Company; or
- (b) deleted;
- (c) the Director has without leave, been absent from meetings of the Board (whether or not any alternate Director appointed by him or her attends) for three consecutive Board meetings and the Board resolves that, by reason of such absence, his/her office is vacated; or
- (d) the Director becomes bankrupt or makes any arrangement or composition with his/her creditors; or
- (e) the Director is prohibited by law from being a Director; or
- (f) the Director ceases to be a Director by virtue of the Companies Acts or is removed from office pursuant to these Articles; or
- (g) Deleted
- (h) Deleted
- (i) Deleted
- (j) in the case of an Independent Director, he has, in the opinion of the Board and at least one other Independent Director, ceased to be Independent.

25. DIRECTORS' REMUNERATION AND EXPENSES

25.1 In addition to any remuneration payable to a Director for his/her services to the

Company as an executive of the Company, each Director shall be entitled to such fees for his/her services as a Director as shall from time to time be determined by the Company by ordinary resolution

in general meeting or in default by the Board. Such remuneration shall, subject to any special directions of the Company in general meeting be deemed to accrue from day to day.

25.2 Each Director may also be paid all reasonable travelling, hotel and incidental expenses properly incurred by him or her in attending and returning from meetings of the Board or committees of the Board or general meetings or in connection with the business or the Company.

25.3 Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for, by, or pursuant to, any other Article.

26. ALTERNATE DIRECTORS

26.1 A Director may at any time and from time to time appoint any other Director, or any other person, as his/her alternate and may at any time revoke any such appointment. Any such appointment may be special, that is limited to a particular meeting or set of circumstances as set out in his/her appointment, or general, that is effective until determined.

26.2 Subject to Article 26.12, in the absence of his/her appointor, a special alternate shall be entitled to represent his/her appointor and vote in his/her place at the particular meeting referred to in his/her appointment, or at any meeting in the particular set of circumstances set out in his/her appointment.

26.3 Subject to Article 26.12, a general alternate shall (subject to his/her giving to the Company an address for service within the United Kingdom) be entitled to notice of meetings of Directors, to attend and vote as a Director at any meeting at which his/her appointor is not personally present and generally in the absence of his/her appointor, to exercise all the functions of his/her appointor as a Director.

26.4 A Director present at a meeting of Directors as an appointed alternate (whether special or general) for another Director shall have an additional vote or votes for each of his/her appointors absent from such meeting.

26.5 An alternate Director shall be deemed an officer of the Company and not the agent of his/her appointor.

26.6 The appointor of an alternate Director may direct the payment to the alternate Director of part or all of the remuneration which would otherwise be payable to the appointor. Except as so directed, an alternate Director shall not be entitled to any remuneration from the Company for acting in that capacity.

26.7 An alternate Director shall cease to be an alternate Director if for any reason his/her appointment is revoked, or his/her appointor ceases to be a Director.

26.8 Deleted.

26.9 An alternate Director shall not require any share qualification but a general alternate by virtue of his/her office shall be entitled to attend and speak at any general meeting of the Company.

26.10 No appointment of a person as alternate Director shall have effect unless and until his/her consent in the prescribed form to act as an alternate Director shall have been received at the Company's registered office.

26.11 Deleted

26.12 A special alternate or general alternate shall be entitled to attend and vote at any meeting of Directors at which his/her appointor is acting as chairperson of that meeting of Directors as if his/her appointor is absent from that meeting.

27. DIRECTORS' INTERESTS

27.1 Subject to the provisions of the Acts, and provided that he/she has disclosed to the Directors the nature and extent of any material interest of his/her, a Director notwithstanding

his/her office -

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, (i) any body corporate promoted by the Company, (ii) any body corporate in which the Company is otherwise interested or (iii) any Company Member; and
- (c) shall not, by reason of his/her office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

27.2 For the purposes of Article 27.1,

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/her; and
- (c) a Director must avoid a situation in which he/she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. However, this duty is not infringed if:
 - (i) the situation cannot reasonably be regarded as giving rise to a conflict of interests; or
 - (ii) the matter has been authorised by the Board in accordance with section 175(5)(a) of the Act notwithstanding the provisions in these Articles relating to notice and quorum (the Director in question or any other interested Director should not be counted in the quorum or permitted to vote on a resolution authorising such conflict) at such a meeting where authorisation is given.

- 27.3 If the conflict is not authorised by the Board, neither the Director in question nor any other interested Director will be authorised to vote on any matter giving rise to the conflict of interests and/or conflict of duties.

PART 8: THE BOARD

28. POWERS AND DUTIES OF THE BOARD

- 28.1 The business of the Company shall be managed by the Board, which may pay all expenses incurred in promoting and registering the company, and may exercise all such powers of the Company as are not by the Companies Acts or by these Articles required to be exercised by the Company in general meeting subject nevertheless, to the provisions of the Companies Acts and of these Articles and to such regulations, being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 28.2 The Board may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof.
- 28.3 Deleted.
- 28.4 The Board may by power of attorney appoint any company, firm or persons or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in, or exercisable by, the Board under these Articles) and for such period and subject to such conditions as it may think fit; and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him/her.
- 28.5 The Board may entrust to and confer upon any Director any of the powers exercisable by

it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.

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

28.7 All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

28.8 The Board shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the Board; and
- (b) of the names of the Directors present at each meeting of the Board or committee of the Board; and
- (c) of all resolutions and proceedings at all meetings of the Company and of the Board and of any committee of the Board.

Any such minute of any meeting of the Board or of any committee appointed by the Board or of the Company shall be approved by the chairperson of such meeting or by the chairperson of the next succeeding meeting.

28.9 The Board on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director provided that no pension, annuity or other allowance or benefit (except such as may be provided for by any other Article) shall be granted to a Director or former Director who has not been a Director holding or who has held any executive or other office or place of profit under the Company (or to a person who has no claim on the Company except as a relation, connection or dependant of such a

Director or former Director) without the approval of an ordinary resolution of the Company. A Director or former Director shall not be accountable to the Company or the Company Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

Shareholders' reserve power

- 28.10 The Company Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

29. PROCEEDINGS OF THE BOARD

29.1 (1) The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall, unless otherwise specifically stated, be determined by a three-fourths majority of Eligible Votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Board meeting.

(2) In these Articles "Eligible Votes" means the aggregate of the votes of all Directors for the time being present at the meeting of the Board, entitled to vote and not having abstained, and "Eligible Vote" means any of such votes.

(3) A meeting of Directors may be validly held notwithstanding that such Directors may not be in the same place provided that they are in constant communication with each other throughout by telephone, television or other form of communication. A meeting held in this way is deemed to take place at the place where the largest group of participating Company Members is assembled or, if no such group is readily identifiable, at the place from where the chairperson of the meeting participates.

29.2 The Board may from time to time determine a minimum period of notice of a Board Meeting to be given, subject to Article 29.3, to each Director and in the absence of any such determination the minimum period of notice shall be 48 hours provided that with respect to any meeting of the Board the minimum period of notice shall be waived if so agreed by not less than 75% of the Directors entitled to notice of and to attend and vote at such meeting. For the avoidance of doubt, a Director abstaining from

voting will not be counted towards the total number of Directors out of which votes in favour of waiving the minimum period of notice are to be determined.

- 29.3 Notice of a Board meeting shall be deemed to be duly given to a Director if the same is given to him/her personally or by word of mouth or sent to him/her at his/her last-known address or any other address given by him/her to the Company for this purpose, provided that it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either prospectively or retrospectively.
- 29.4A Each Director present and entitled to vote on a matter in accordance with these Articles, shall be entitled to one vote.
- 29.4B Where a resolution proposed at a meeting of the Board relates to a matter concerning the Public Interest, such resolution shall not be passed nor any decision implemented unless at least one Independent Director votes in favour of such resolution. For these purposes, a matter shall be deemed to concern the Public Interest if so deemed by one of the Independent Directors acting reasonably.
- 29.5 The quorum necessary for the transaction of the business of the Board shall be at least two Directors entitled to notice of and to attend and vote at such meeting. Any Director who ceases to be a Director at a Board meeting may continue to be present and be counted in the quorum (but not vote) until the termination of the Board meeting if no other Director objects. An absent Director who is represented by an alternate Director present at a meeting of Directors may be counted in reckoning whether a quorum is present. Subject to the Companies Acts and to his/her having declared his interest in accordance with Article 27, a Director may vote in respect of any contract, transaction or arrangement of the Company in which he/she is interested and shall be counted in reckoning whether a quorum is present.
- 29.5A A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
- 29.6 The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the

continuing Directors or Director (notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director) may act for the purpose of appointing sufficient Directors to bring the Board up to the requisite number or of summoning general meetings of the Company but not for any other purpose.

The appointment of a chairperson and deputy chairperson in respect of and chairing ordinary meetings of the Board

29.7A The Board may elect a chairperson of the Board (who shall not represent a Company Member) to act as chairperson of its meetings, and may elect a deputy chairperson of the Board (who shall be an Independent Director) to act as chairperson of its meetings where the chairperson of the Board is absent. The Board may determine the period for which a chairperson of the Board and a deputy chairperson of the Board (if any) is to hold office, the terms and conditions of his appointment and his remuneration. Any chairperson or deputy chairperson so elected may be removed by the Board at any time and from time to time.

29.7B The chairperson and the deputy chairperson of a meeting shall have one vote each by virtue of their office as Directors, and shall have no further vote and no casting vote by virtue of their office as either chairperson or deputy chairperson.

29.7C Deleted

29.7D Where the chairperson or deputy chairperson is also a Company Member Director, or is employed by or otherwise connected with, a System Member which is the subject of an alleged Exclusion Event or who is a Defaulting Member or a System Member within the same Corporate Group as the System Member which is the subject of the alleged Exclusion Event or is a Defaulting Member, he/she shall not be eligible to act as chairperson or deputy chairperson at, or attend other than as allowed by Article 29.11, any meeting of the Board concerning any of the following: an Exclusion Event has occurred in relation to that System Member or whether an Exclusion Event no longer exists in relation to that System Member or whether a Default Date should be designated.

29.8 *Moved.*

29.9A Deleted

29.9B Deleted

29.10 Deleted

29.11 Deleted

29.12 The Board shall be entitled to invite any person who is not a Director to attend and speak at any of its meetings but no such person shall have a vote at any such meeting. The omission to give such notice of a meeting (for whatever reason) shall not invalidate the proceedings of that meeting.

29.13 A resolution in writing signed by the requisite number of Directors for the time being entitled to receive notice of and vote at a meeting of the Board shall be as valid and effectual as a resolution passed at a meeting of the Board duly called and constituted. Such resolution may be contained in one document or in several documents in the like form each signed by one or more of the Directors. A Director may abstain from a vote taken by way of a written resolution by giving notice of such abstention to the Company. Such notice of abstention must be given to the Company before the resolution is passed or lapses (whichever is earlier) for it to be effective. For the avoidance of doubt, a Director abstaining will not be counted towards the total number of Directors out of which votes in favour of a resolution are to be determined.

29.14 All acts done by the Board or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director.

29.15 Deleted

30. COMMITTEES

30.1 The Board may delegate any of its powers, authorities and discretions (with or without power to sub-delegate) to committees, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board and, subject thereto, shall be governed

by the provisions herein contained for regulating the meetings and proceedings of the Board.

30.2 A resolution in writing signed by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in the like form each signed by one or more members of the committee concerned.

30.3 All acts done by any committee or by any person acting as a member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of such committee.

30.4 A meeting of a committee may be validly held notwithstanding that its members may not be in the same place provided that they are in constant communication with each other throughout by telephone, television or other form of communication.

30.5 The Chief Executive Officer of the Company from time to time shall be entitled to receive notice of all meetings of a committee and to attend either personally or by representative and to speak at such meetings.

PART 9: OTHER OFFICERS

31. CHIEF EXECUTIVE OFFICER

31.1 A Chief Executive Officer (also or alternatively known as the or "Managing Director" or "General Manager") of the Company may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer so appointed may be removed by the Board from time to time and at any time.

32. EXECUTIVE OFFICERS AND OTHER OFFICERS

32.1 Executive directors of the Company may be appointed by the Board for such terms, at such remuneration and upon such conditions as the Board may think fit; and any executive director so appointed may be removed by the Board from time to time and at any time.

32.2 The Board may from time to time appoint any person to be an officer not expressly provided for by these Articles upon such terms, including as to term of office, remuneration and conditions as the Board may think fit. Any such office may bear such title (not being a title already provided for by these Articles) as the Board may think fit; whilst such title may include the word “director”, no holder of such an office shall, nor shall any executive director appointed pursuant to Article 32.1, by virtue thereof be entitled to any of the rights and privileges of a Director. The Board may delegate the power to make certain decisions to such person or persons.

33. SECRETARY

33.1 The Secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board from time to time and at any time.

33.2 A provision of the Companies Acts or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

PART 10: MISCELLANEOUS

34. RECORD DATES

34.1 Notwithstanding any other provision of these Articles, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

35. ACCOUNTS

35.1 The Board shall cause proper accounting records to be kept in accordance with the Companies Acts.

35.2 The books of account shall be kept at the registered office of the Company or, subject to the Companies Acts, at such other place or places as the Board may think fit and shall at all

times be open to inspection by the Directors and Officers of the Company.

35.3 The Directors shall from time to time in accordance with the Companies Act cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) reports and notes as are referred to in those Acts.

35.4 A copy of every balance sheet and profit and loss account, including every document required by law to be annexed thereto, which is to be laid before the Company in general meeting, together with a copy of the auditors' report, shall be sent to each person entitled thereto in accordance with the requirements of the Companies Acts provided that this Article shall not require a copy of those documents to be sent to any person of whose address the company is not aware.

36. AUDIT

36.1 Auditors shall be appointed and their duties regulated in accordance with the Companies Acts.

37 THE SEAL

37.1 The Board shall provide for the safe custody of the Seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board on its behalf and every instrument to which the Seal shall be affixed shall (subject as otherwise provided in these Articles) be signed by one or more Directors and the Secretary or by two or more Directors.

38 SERVICE OF NOTICES AND OTHER DOCUMENTS

38.1 Any notice or other document (including a share certificate) may be served on or delivered to the Company Member or the Company either personally or by sending it through the post in a prepaid letter addressed to such Company Member or to the Company at its registered address as appearing in the Register or by delivering it to or leaving it at such registered address addressed as aforesaid or by using Electronic Communications to an address notified to the issuing party by the receiving party. All notices or other documents served on or delivered to joint holders shall, unless such holders otherwise in writing direct, be served on or delivered to that one of the joint holders whose name stands first in the Register and such service or delivery shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.

38.2 Any Company Member described in the Register by an address not within the United Kingdom who has advised the Secretary of an address within the United Kingdom at which notices may be served upon him or her shall be entitled to have notices served upon him or her at such address but, save as aforesaid, only Company Members described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

38.3 Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the second day next after that on which the envelope containing the same is put in the post if sent by first-class mail and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed stamped and put in the post. A notice or document given or served by exhibition or advertisement or Electronic Communication shall be deemed to be given or served on the day on which the same is first exhibited or advertised or sent.

38.4 Any notice or other document delivered or sent by post to or left at the registered address of any Company Member in pursuance of these Articles shall, be deemed to have been duly served or delivered in respect of any share registered in the name of such Company Member as sole or joint holder unless his name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him or her) in the share.

38.5 The signature to any notice required to be given by the Company may be written or printed.

38.6 The Company may communicate with any Company Member by making any notice or document available on its website provided, subject to Article 38.7, the Company Member has agreed in writing to receive communications in this way and not revoked that agreement.

38.7 In respect of Article 38.6, a Company Member shall be taken to have agreed if:

- (a) the Company Member has been asked (not more than once in any 12 month period) to agree to receive communications via the Company's website; and
- (b) the Company has not received a response within 28 days of that request.

39. DESTRUCTION OF DOCUMENTS

39.1 The Company may destroy:

(1) all instruments of transfer of shares which have been registered at any time after the expiration of six years from the date of registration;

(2) all share certificates which have been cancelled or have ceased to have effect at any time after the expiration of one year from the date of such cancellation or cessation; and

(3) all notifications of change of name or address after the expiration of one year from the date they were recorded. It shall conclusively be presumed in favour of the Company that every entry in the Register which purports to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company: Provided always that:

(a) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;

(b) references to an instrument of transfer shall be deemed to include reference to any document constituting the renunciation of an allotment of any shares in the Company by the allottee in favour of some other person;

(c) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and

(d) references in this Article to the destruction of any document include references to its disposal in any manner.

40. WINDING UP

40.1 If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Companies Acts, divide amongst the Company Members in specie or kind 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 such purpose, set such values as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Company Members or different classes of Company Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributors as the liquidator, with the like sanction, shall think fit, but so that no Company Member shall be compelled to accept any shares or other assets upon which there is any liability.

41. INDEMNITY

41.1 Every Director, Secretary, agent, auditor and other officer for the time being of the Company shall be indemnified out of the assets of the Company against all liabilities incurred by him/her as such Director, Secretary, agent, auditor or other officer in defending any proceedings whether civil or criminal, in which judgement is given in his favour, or in which he/she is acquitted, or in connection with any application under the Companies Acts in which relief from liability is granted to him/her by the Court.