COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

BCP VI NEPTUNE BIDCO HOLDINGS LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
BCP VI NEPTUNE PARENT HOLDINGS LIMITED	Authenticated Electronically

Dated: 11/05/2023

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BCP VI NEPTUNE BIDCO HOLDINGS LIMITED

CONTENTS

CLAUSE		PAGE
PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY		1
1.	DEFINED TERMS	1
2.	REGULATIONS OF THE COMPANY	2
3.	LIABILITY OF MEMBERS	2
PART 2 - DIRECTORS		2
4.	DIRECTORS' GENERAL AUTHORITY	2
5.	POWER TO CHANGE THE COMPANY'S NAME	2
6.	SHAREHOLDERS' RESERVE POWER	2
7.	DIRECTORS MAY DELEGATE	2
8.	COMMITTEES	3
9.	DIRECTORS TO TAKE DECISIONS COLLECTIVELY	3
10.	WRITTEN DECISIONS	3
11.	CALLING A DIRECTORS' MEETING	4
12.	PARTICIPATION IN DIRECTORS' MEETINGS	4
13.	QUORUM FOR DIRECTORS' MEETINGS	4
14.	CHAIRING OF DIRECTORS' MEETINGS	5
15.	CASTING VOTE AT DIRECTORS' MEETING	5
16.	DIRECTORS' INTERESTS IN TRANSACTIONS AND VOTING	5
17.	DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST	6
18.	RECORDS OF DECISIONS TO BE KEPT	8
19.	DIRECTORS' DISCRETION TO MAKE FURTHER RULES	8
20.	METHODS OF APPOINTING DIRECTORS	8
21.	TERMINATION OF DIRECTOR'S APPOINTMENT	8
22.	APPOINTMENT AND REMOVAL OF DIRECTORS BY MAJORITY SHAREHOLDERS	9
23.	DIRECTORS' REMUNERATION	9
24.	DIRECTORS' EXPENSES	9
25.	APPOINTMENT AND REMOVAL OF ALTERNATES	10
26.	RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	10
27.	TERMINATION OF ALTERNATE DIRECTORSHIP	11
PART 3 - SHARES AND DISTRIBUTIONS		11
28.	PURCHASE OF OWN SHARES	11
29.	ALL SHARES TO BE FULLY PAID UP	11
30.	POWER TO ISSUE DIFFERENT CLASSES OF SHARE WITH DIFFERENT RIGHTS	11
31.	PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES	12
32.	EXCLUSION OF RIGHTS TO OFFERS ON A PRE-EMPTIVE BASIS	12

33.	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	12
34.	SHARE CERTIFICATES	12
35.	SHARE TRANSFERS	13
36.	SHARE TRANSMISSION	13
37.	PROCEDURE FOR DECLARING DIVIDENDS	14
38.	NON-CASH DISTRIBUTIONS	14
39.	NO INTEREST ON DISTRIBUTIONS	15
40.	DISTRIBUTION IN SPECIE ON WINDING UP	15
41.	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	15
PART 4 - DECISION-MAKING BY SHAREHOLDERS		16
42.	NOTICE OF GENERAL MEETINGS	16
43.	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	16
44.	QUORUM FOR GENERAL MEETINGS	17
45.	CHAIRING GENERAL MEETINGS	17
46.	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS	18
47.	ADJOURNMENT	18
48.	ERRORS AND DISPUTES	18
49.	POLL VOTES	19
50.	VOTING: GENERAL	19
51.	VOTING: PROXIES	19
52.	CONTENT OF PROXY NOTICES	20
53.	DELIVERY OF PROXY NOTICES	21
54.	AMENDMENTS TO RESOLUTIONS	22
55.	CLASS MEETINGS	22
PART 5 - ADMINISTRATIVE ARRANGEMENTS		22
56.	MEANS OF COMMUNICATION TO BE USED	22
57.	COMPANY SEALS	23
58.	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	23
59.	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	23
60.	INDEMNITY AND EXPENSES	23
61.	INSURANCE	24

Part 1

Interpretation and Limitation of Liability

1. **DEFINED TERMS**

In the articles, unless the context requires otherwise

"**Act**" means the Companies Act 2006;

"**articles**" means the company's articles of association;

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"**chairman**" has the meaning given in article 14;

"**chairman of the meeting**" has the meaning given in article 45;

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

"**director**" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"**distribution recipient**" has the meaning given in article 38.3;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**electronic form**" has the meaning given in section 1168 of the Act;

"**eligible" director**" has the meaning given in article 10.3;

"**fully paid**" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

"**group company**" means the company's ultimate holding company (if any) and any body corporate which is directly or indirectly a wholly-owned subsidiary of the company or such ultimate holding company, in each case from time to time;

"**hard copy form**" has the meaning given in section 1168 of the Act;

"**holder**" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

"**instrument**" means a document in hard copy form;

"**ordinary resolution**" has the meaning given in section 282 of the Act;

"**paid**" means paid or credited as paid;

"**participate**", in relation to a directors' meeting, has the meaning given in article 12;

"**qualifying person**" has the meaning given in article 44.4;

"**relevant matter**" means in relation to a director, a matter which may constitute or give rise to a breach by that director of his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the company (including a breach which would arise by virtue of his appointment as a director);

"**shareholder**" means a person who is the holder of a share;

"**shares**" means shares in the company;

"**special resolution**" has the meaning given in section 283 of the Act;

"**subsidiary**" has the meaning given in section 1159 of the Act;

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

"**writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Act as in force on the date when these articles become binding on the company.

2. **REGULATIONS OF THE COMPANY**

These articles are the articles of the company and the Companies Act 2006 Model Articles for Private Companies Limited by Shares do not apply.

3. **LIABILITY OF MEMBERS**

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

Part 2

Directors

Directors' Powers And Responsibilities

4. **DIRECTORS' GENERAL AUTHORITY**

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

5. **POWER TO CHANGE THE COMPANY'S NAME**

The directors may from time to time change the name of the company.

6. **SHAREHOLDERS' RESERVE POWER**

6.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

6.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

7. **DIRECTORS MAY DELEGATE**

7.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles-

(a) to such person or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions,

as they think fit.

7.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

7.3 The directors may revoke any delegation in whole or part or alter its terms and conditions.

8. **COMMITTEES**

8.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

8.2 The directors may make rules of procedure for all or any committees and such rules prevail over rules derived from the articles if they are not consistent with them.

Decision-Making by Directors

9. **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

9.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 10.

9.2 If:

(a) the company has only one director; and

(b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the sole director may take decisions provided that he constitutes an eligible director in relation to any particular decision) without regard to any of the provisions of the articles relating to directors' decision-making.

10. **WRITTEN DECISIONS**

10.1 A decision of the directors is taken in accordance with this article when a majority of the eligible directors indicate to each other in the form of a written resolution that they share a common view on a matter.

10.2 Such a decision shall take the form of a resolution in writing signed by a simple majority of the directors eligible to vote (whether or not each sign the same document) or to which a simple majority of eligible directors have otherwise indicated agreement in writing. A resolution signed by an alternate director need not also be signed by or agreed to by his appointor.

10.3 References in this article to eligible directors mean (a) in relation to a matter proposed at a directors' meeting, a director who is entitled to vote and to have that vote counted in relation to that particular matter at that meeting, or (b) in relation to a decision of the directors taken

in accordance with article 10.2, a director who would have been entitled to vote and to have that vote counted, had the matter in question been proposed at a directors' meeting.

10.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

11. **CALLING A DIRECTORS' MEETING**

11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

11.2 Notice of any directors' meeting must indicate

(a) its proposed date and time;

(b) where it is to take place; and

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

11.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

11.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company either before or not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. **PARTICIPATION IN DIRECTORS' MEETINGS**

12.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles, and

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

12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

12.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13. **QUORUM FOR DIRECTORS' MEETINGS**

13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is two directors provided that:

(a) if and so long as there is only one director the quorum shall be one; and

(b) for the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a director's conflict, if there is only one director in office eligible to vote

other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one director.

13.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the shareholders to appoint further directors.

14. **CHAIRING OF DIRECTORS' MEETINGS**

14.1 The directors may appoint a director to chair their meetings.

14.2 The person so appointed for the time being is known as the chairman.

14.3 The directors may terminate the chairman's appointment at any time.

14.4 If no director has been appointed chairman, or the chairman is unwilling to chair the meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors may appoint one of themselves to chair it.

15. **CASTING VOTE AT DIRECTORS' MEETING**

15.1 If the numbers of votes at a meeting of directors for and against a proposal are equal (ignoring any votes which in accordance with the Act are to be discounted), the chairman or other director chairing the meeting has a casting vote.

15.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. **DIRECTORS' INTERESTS IN TRANSACTIONS AND VOTING**

16.1 subject to such disclosure as is required under section 177 or section 182 of the Act, a director may be a party to, or otherwise interested in, any transaction or arrangement with the company. Subject to the terms of any authorisation made under article 17, no director shall:

(a) by reason of his office be accountable to the company for any benefit which he derives from any interest in any transaction or arrangement with the company, and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such benefit;

(b) be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from taking part in any decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any interest he may have in any such transaction or arrangement; or

(c) be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any such transaction or arrangement if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

16.2 The general rule is that a director shall be entitled for quorum and voting purposes to participate in the decision-making process on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company, but this article shall not absolve him of any duty he may have pursuant to section 175 of the Act and is without prejudice to the operation of article 17 and subject to the terms of any authorisation made under it.

16.3 Subject to article 16.4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman, whose ruling in relation to any director other than the chairman is to be final and conclusive.

16.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17. **DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST**

17.1 Provided that he has duly disclosed the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 17.1, he would or might be in breach of his duty under section 175 of the Act to avoid conflicts of interest:

(a) be interested in shares or other securities issued by the company or by any group undertaking, or by any other undertaking promoted by the company or any group undertaking, or in which the company or any group undertaking is otherwise interested;

(b) be party to, or otherwise interested in, any transaction or arrangement with any group undertaking or any such other undertaking;

(c) be a director or other officer of, or employed by, or owe any duty to, any group undertaking or any such other undertaking; or

(d) otherwise be interested in any group undertaking or any such other undertaking.

17.2 No director shall:

(a) by reason of his office be accountable to the company for any benefit which he derives from any office or employment, or by virtue of any interest, participation or duty, that he is authorised under article 17.1 to have (and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no transaction or arrangement shall be liable to be avoided on the ground of any such benefit);

(b) be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from taking part in any decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any such office, employment, interest, participation or duty; or

(c) be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any such office, employment, interest, participation or duty if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

17.3 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:

(a) such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned and any other director with a similar interest:

(i) shall not be counted for quorum purposes as taking part in the decision-making process while the conflict is under consideration;

(ii) may, if the other directors so decide, be excluded from taking part in the decision-making process while the conflict is under consideration; and

(iii) shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted; and

(b) where the directors give authority in relation to such a conflict:

(i) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned as they may determine, including, without limitation, the exclusion of the director from the receipt of information or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the matter giving rise to the conflict;

(ii) the director concerned will be obliged to conduct himself in accordance with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of his duties as a director by reason of his doing so;

(iii) the authority may provide that, where the director concerned obtains (otherwise than by virtue of his position as a director of the company) information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;

(iv) the authority may also provide that the director concerned shall not be accountable to the company for any benefit that he receives as a result of the matter giving rise to the conflict;

(v) the receipt by the director concerned of any remuneration or benefit as a result of the matter giving rise to the conflict shall not constitute a breach of the duty under the Act not to accept benefits from third parties;

(vi) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and

(vii) the directors may withdraw such authority at any time.

17.4 Notwithstanding the other provisions of this article 17, the shareholders of the company shall be entitled to authorise a relevant matter (whether or not authorisation has previously

been requested from and/or refused by the directors) and any authorisation of a matter pursuant to this article 17.4 shall, unless it states otherwise, extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised. The provisions of article 17.4 shall apply to any authorisation so given by the shareholders. Any authorisation, and the variation or termination of any authorisation by the shareholders under this article 17.4 shall be by ordinary resolution, save where any greater majority is otherwise required by the Act or other applicable law.

18. **RECORDS OF DECISIONS TO BE KEPT**

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every majority decision taken by the directors and of any decision taken by the sole director.

19. **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

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

Appointment of Directors

20. **METHODS OF APPOINTING DIRECTORS**

20.1 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;

(b) by a decision of the directors; or

(c) by a notice of his appointment given in accordance with article 22.

20.2 In any case where, as a result of death or bankruptcy, the company has no shareholders (ignoring for these purposes the company as holder of any treasury shares) and no directors, the transmittee(s) of the last shareholder to have died or to have had a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person who is willing to do so to be a director and any such appointment shall be as effective as if made by the company in general meeting pursuant to these articles.

20.3 For the purposes of article 20.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

21. **TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a director as soon as:

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

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;

(f) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors resolve that that person should cease to be a director; or

(g) notice of his removal is given in accordance with article 22.

22. **APPOINTMENT AND REMOVAL OF DIRECTORS BY MAJORITY SHAREHOLDERS**

Any member holding, or any members holding in aggregate, at the relevant time a majority in nominal value of such of the issued share capital of the company as carries the right of attending and voting at general meetings of the company may, by notice in writing signed by or on behalf of him or them and delivered to the company's registered office or tendered at a meeting of the directors or at a general meeting of the company, at any time and from time to time appoint any person to be a director (either to fill a vacancy or as an additional director) or remove any director from office (no matter how he was appointed).

23. **DIRECTORS' REMUNERATION**

23.1 Directors may undertake any services for the company that the directors decide and the company may enter into a service contract with any director on such terms as the directors think fit.

23.2 Directors are entitled to such remuneration as the directors determine:

(a) for their services to the company as directors; and

(b) for (i) any other service which they undertake for the company or (ii) any executive office or employment with, the company or any body corporate which is a group company.

23.3 Subject to the articles, a director's remuneration may:

(a) take any form;

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

23.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

23.5 Directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company, any group company or any other body corporate in which the company is interested and the receipt of such benefit shall not disqualify any person from being a director of the company.

24. **DIRECTORS' EXPENSES**

The company may pay any reasonable expenses which the directors (including alternative directors) and the company secretary (if one has been appointed) properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors;

(b) general meetings; or

(c) separate meetings of the holders of any class of shares or of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

Alternate directors

25. **APPOINTMENT AND REMOVAL OF ALTERNATES**

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

(a) exercise that director's powers, and

(b) carry out that director's responsibilities,

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

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

25.3 The notice must:

(a) identify the proposed alternate, and

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

26. **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

26.1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.

26.2 Except as the articles specify otherwise, alternate directors:

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

(b) are liable for their own acts and omissions;

(c) are subject to the same restrictions as their appointors; and

(d) are not deemed to be agents of or for their appointors.

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

(a) may be counted as participating in a directors' meeting for the purposes of determining whether a quorum is present and may vote on any proposal made at a directors' meeting (if that person's appointor is not participating but would have been an eligible director in relation to that proposal had he been participating); and

(b) participating (but only if that person's appointor is not participating), and

(c) may sign a written resolution provided that person's appointor does not take part in making the decision but would have been an eligible director in relation to that decision had he taken part in making it).

No alternate may be counted as more than one director for such purposes.

26.4 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

27. **TERMINATION OF ALTERNATE DIRECTORSHIP**

27.1 An alternate director's appointment as an alternate terminates:

(a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

(b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

(c) on the death of the alternate's appointor; or

(d) when the alternate's appointor's appointment as a director terminates; or

(e) when the alternate is removed in accordance with the articles.

Part 3

Shares and Distributions

28. **PURCHASE OF OWN SHARES**

The company may purchase its own shares (including redeemable shares) in any manner permitted by the Act, including in accordance with section 692(1ZA).

29. **ALL SHARES TO BE FULLY PAID UP**

29.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.

29.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

30. **POWER TO ISSUE DIFFERENT CLASSES OF SHARE WITH DIFFERENT RIGHTS**

30.1 Subject to the articles, but without prejudice to the rights attached to any existing shares, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide.

30.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

30.3 In the event that rights and restrictions attaching to shares are determined by ordinary resolution or by the directors pursuant to this article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the

Act in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the articles.

31. **PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES**

31.1 The company may pay any person a commission in consideration for that person:

(a) subscribing, or agreeing to subscribe, for shares, or

(b) procuring, or agreeing to procure, a subscription or subscriptions for shares

31.2 Any such commission may be paid:

(a) in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other, and

(b) in respect of a conditional or an absolute subscription.

32. **EXCLUSION OF RIGHTS TO OFFERS ON A PRE-EMPTIVE BASIS**

In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the company.

33. **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

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

34. **SHARE CERTIFICATES**

34.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

34.2 Every certificate must specify:

(a) in respect of how many shares, of what class, it is issued;

(b) the nominal value of those shares;

(c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

34.3 No certificate may be issued in respect of shares of more than one class.

34.4 Certificates must:

(a) have affixed to them the company's common seal, or

(b) be otherwise executed in accordance with the Companies Acts.

34.5 If more than one person holds a share, only one certificate may be issued in respect of it and delivery to one joint shareholder shall be a sufficient delivery to all of them.

34.6 If a certificate issued in respect of a shareholder's shares is damaged or defaced, or said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement

certificate in respect of the same shares. A shareholder exercising the right to be issued with such a replacement certificate may at the same time exercise the right to be issued with a single certificate or separate certificates and (if it is damaged or defaced) must return the certificate which is to be replaced to the company, and must comply with such conditions as to evidence and indemnity as the directors decide.

35. **SHARE TRANSFERS**

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

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

35.3 The company may retain any instrument of transfer which is registered.

35.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

35.5 Subject to these articles (in particular, but without limitation, article 35.6) the directors may, in their absolute discretion, refuse to register the transfer of a share. If they do so, then as soon as practicable and in any event within two months after the date on which the transfer is lodged with the company, the instrument of transfer must be returned to the transferee with the notice of refusal together with reasons for such refusal, unless they suspect that the proposed transfer may be fraudulent.

35.6 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration of any transfer of shares where such transfer:

(a) is to any bank or institution or other person to which such shares have been charged or mortgaged, or to any nominee of such a bank or institution or other person ("**Secured Institution**"); or

(b) is delivered to the company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

(c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under its security over the shares,

and the directors shall register any such transfer of shares forthwith following receipt.

35.7 Notwithstanding anything to the contrary contained in these articles, no transferor or proposed transferor of any shares in the company to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer referred to in articles 35.6(a) to 35.6(c) inclusive to the shareholders for the time being of the company or any of them, and no such shareholder shall have any right under these articles or under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not.

36. **SHARE TRANSMISSION**

36.1 If title to a share passes to a transmittee, the company may recognise only the transmittee as having any title to that share. Subject to these articles, a transmittee who produces such evidence of entitlement to shares as the directors may properly require may choose either to become the shareholder of those shares (and for the avoidance of doubt, article 35.5

shall not apply in such circumstances) or (subject to article 35.5) to have them transferred to another person, and subject to article 36.2 pending any transfer of the shares to another person, has the same rights as the shareholder had.

36.2 Subject to Article 20.2, transmittees do not have the right to attend or vote at a general meeting or to agree to a proposed written resolution, in respect of shares to which they are entitled by reason of a shareholder's death or bankruptcy or otherwise, unless they become the shareholders of those shares.

36.3 Transmittees who wish to become shareholders in relation to shares to which they have become entitled must notify the company in writing of that wish. transmittees who wish to have a share transferred to another person must execute an instrument of transfer in respect of it and any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

36.4 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 36.3, has been entered in the register of members.

Dividends and other distributions

37. **PROCEDURE FOR DECLARING DIVIDENDS**

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

37.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

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

37.4 Unless the shareholders' resolution to declare or the directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

37.5 Any shares held by the company as treasury shares shall be ignored for the purposes of calculating each shareholder's entitlement to any dividend or distribution.

37.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

38. **NON-CASH DISTRIBUTIONS**

38.1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution or by a decision of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

38.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

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

(c) vesting any assets in trustees.

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

(a) the shareholder of the share (ignoring for these purposes the company as holder of any treasury share); or

(b) if the share has two or more joint shareholders, whichever of them is named first in the register of members; or

(c) if the shareholder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

39. **NO INTEREST ON DISTRIBUTIONS**

39.1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by the terms on which the share was issued, or the provisions of another agreement between the shareholder of that share and the company.

40. **DISTRIBUTION IN SPECIE ON WINDING UP**

If the company is wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

Capitalisation of profits

41. **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

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

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

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

41.2 Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

41.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

41.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

41.5 Subject to the articles the directors may:

(a) apply capitalised sums in accordance with articles 41.3 and 41.4 partly in one way and partly in another;

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

(c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

Part 4

Decision-making by shareholders

Organisation of general meetings

42. NOTICE OF GENERAL MEETINGS

Notice of general meetings need not be given to members who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the company.

42.1 A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

42.2 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.

43. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

43.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

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

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

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

43.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

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

43.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. Such a meeting shall be deemed to take place where the largest group of those persons are assembled, or if there is no such group, where the chairman of the meeting is located.

44. **QUORUM FOR GENERAL MEETINGS**

44.1 Unless the company has only one shareholder (ignoring for these purposes the company as holder of any treasury shares) the quorum required at general meetings and adjourned meetings shall be any two qualifying persons present at the meeting unless:

(a) each is a qualifying person only because he is authorised to act as the representative of a shareholder which is a corporation in relation to the meeting, and both are representatives of the same corporation; or

(b) each is a qualifying person only because he is appointed as proxy of a shareholder in relation to the meeting, and both are proxies of the same shareholder.

44.2 If and for so long as the company has only one shareholder (ignoring for these purposes the company as holder of any treasury shares) one qualifying person present at the meeting shall be a quorum.

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

44.4 For the purposes of article 44, a **"qualifying person"** means:

(a) an individual who is a shareholder of the company;

(b) a person authorised to act as the representative of a corporation who is a shareholder (ignoring for these purposes the company as the holder of any treasury shares) in relation to the meeting; or

(c) a person appointed as proxy of a shareholder (ignoring for these purposes the company as the holder of any treasury shares) in relation to the meeting.

45. **CHAIRING GENERAL MEETINGS**

45.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

45.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors (or director if there is only one) present ; or

(b) (if no directors are present), any qualifying person (or if more than one) a majority of those qualifying persons present and entitled to vote at the meeting must appoint a director or qualifying person to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

45.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

46. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

46.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

46.2 The chairman of the meeting may permit other persons who are not:

(a) shareholders of the company; or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at general meetings

to attend and speak at a general meeting.

47. **ADJOURNMENT**

47.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

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

(a) the meeting consents to an adjournment; or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

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

47.4 When adjourning a general meeting, the chairman of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors.

47.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the company's general meetings is required to be given; and

(b) containing the same information which such notice is required to contain.

47.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

48. **ERRORS AND DISPUTES**

48.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

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

49. **POLL VOTES**

49.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

49.2 A poll may be demanded by:

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution;

(d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution; or

(e) a person or persons holding shares in the company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right.

A demand for a poll by a proxy counts, for the purposes of paragraph (c) above, as a demand by a member, for the purposes of paragraph (d) above, as a demand by a member representing the voting rights that the proxy is authorised to exercise, and, for the purposes of paragraph (e) above, as a demand by a member holding the shares to which those rights are attached.

49.3 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the chairman of the meeting consents to the withdrawal.

49.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

50. **VOTING: GENERAL**

50.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

50.2 On a vote on a written resolution each shareholder has one vote in respect of each share held by him.

50.3 The voting entitlements of members are subject to any rights or restrictions attached to shares held by them, whether or not such rights or restrictions are set out in the articles.

51. **VOTING: PROXIES**

51.1 Subject to article 51.2, on a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote.

51.2 On a vote on a resolution on a show of hands at a meeting, a proxy has one vote for and one vote against the resolution if the proxy has been duly appointed:

(a) by more than one member entitled to vote on the resolution and the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against the resolution; or

(b) by a member entitled to vote on the resolution (and who holds the shares on behalf of two or more other persons) and the proxy has been instructed by that member to vote for the resolution in relation to some of the shares held by that member and against the resolution in relation to some other of the shares held by that member.

51.3 On a poll taken at a meeting of a company all or any of the voting rights of a member may be exercised by one or more duly appointed proxies.

51.4 Where a member appoints more than one proxy, article 51.3 does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the member in person.

52. **CONTENT OF PROXY NOTICES**

52.1 Proxies may only validly be appointed by a notice in writing ("proxy notice") which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) where the proxy is not entitled to exercise the rights attaching to all of the shares held by that shareholder, identifies the number of shares in relation to which the proxy is entitled to exercise such rights;

(d) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(e) is delivered to the company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate,

Only one proxy may be appointed in any proxy notice and a shareholder wishing to appoint more than one proxy must use a separate proxy notice for each appointment.

52.2 The directors may require proxy notices to be delivered in a particular form and may specify different forms for different purposes. proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions or may give the proxy discretion as to how to vote on one or more resolutions.

52.3 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting;

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself; and

(c) allowing the person appointed under it as a proxy to exercise the rights attaching to all of the shares held by the shareholder appointing that person as a proxy and no person shall be entitled to challenge the validity of the exercise by such proxy of all those rights.

53. **DELIVERY OF PROXY NOTICES**

53.1 A proxy notice and any authority under which it is signed or otherwise authenticated in such a manner as the directors may determine (or a copy of such authority or other authentication certified notarially or by a solicitor or in some other way approved by the directors) may:

(a) in the case of a proxy notice in hard copy form, be deposited at the registered office (or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any form of proxy sent out by the company in relation to the meeting) at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

(b) in the case of a proxy notice sent by electronic means where an address has been given by the company:

(i) in the notice calling the meeting; or

(ii) in any form of proxy sent out by the company in relation to the meeting; or

(iii) in any invitation to appoint a proxy issued by the company in relation to the meeting,

be received at that address (subject to any conditions or limitations specified in the notice) at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

(c) in the case of a poll taken after the date of the meeting or adjourned meeting, be deposited or received as aforesaid at any time before the time appointed for the taking of the poll,

and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid. Any valid proxy notice shall, unless stated to the contrary in it, be valid both for the relevant meeting and for any adjournment of that meeting. In this article 52.1, "address" includes a number or address used for the purposes of sending or receiving documents or information by electronic means.

53.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

53.3 An appointment under a proxy notice may be revoked by delivering to the company at the registered office or at any other place or address specified by the company pursuant to article 53.1 in relation to the delivery of proxy notices for the particular meeting concerned, a notice of revocation of authority in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

53.4 A notice revoking a proxy appointment or the authority of a person authorised by a corporation pursuant to section 323(1) of the Act, only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates or (in the case of a poll taken after the date of the meeting or adjourned meeting at which the poll was demanded) before the time appointed for taking the poll to which it relates.

53.5 Subject to article 53.4, the provisions of sections 330(1) to (4) inclusive of the Act shall apply mutatis mutandis to any termination of the authority of a person authorised by a corporation pursuant to section 323(1) of the Act.

53.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

54. **AMENDMENTS TO RESOLUTIONS**

(a) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(b) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

(c) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

54.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

55. **CLASS MEETINGS**

All the provisions of these articles relating to general meetings of the company apply with any necessary changes to a separate meeting of shareholders of any class of shares in the company in connection with the variation of rights attached to a class of shares.

Part 5

Administrative Arrangements

56. **MEANS OF COMMUNICATION TO BE USED**

56.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

56.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

56.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

57. **COMPANY SEALS**

57.1 Any common seal may only be used by the authority of the directors.

57.2 The directors may decide by what means and in what form any common seal is to be used.

57.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

57.4 For the purposes of this article, an authorised person is:

(a) any director of the company;

(b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

57.5 The company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine.

58. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

59. **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

Directors' Indemnity and Insurance

60. **INDEMNITY AND EXPENSES**

60.1 Subject to article 60.4, a relevant director of the company or an associated company shall be indemnified out of the company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;

(b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and

(c) any other liability incurred by that director as an officer of the company or an associated company.

60.2 The company may fund a relevant director's expenditure for the purposes permitted under the Act and may do anything to enable a relevant director to avoid incurring such expenditure as provided in the Act.

60.3 No relevant director shall be accountable to the company or the members for any benefit provided 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.

60.4 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

60.5 In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a "relevant director" means any director or former director of the company or an associated company.

61. **INSURANCE**

61.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

61.2 In this article:

(a) a "relevant director" means any director or former director of the company or an associated company;

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.