

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 07193638

The Registrar of Companies for England and Wales, hereby certifies that

QUERCUS NO. 2 (GENERAL PARTNER) LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in ENGLAND/WALES

Given at Companies House, Cardiff, on 17th March 2010



N07193638O



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **17/03/2010**



X3K41IDK

*Company Name
in full:*

QUERCUS NO. 2 (GENERAL PARTNER) LIMITED

Company Type:

Private limited by shares

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**16 GROSVENOR STREET
LONDON
UNITED KINGDOM
W1K 4QF**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Person**

Full forename(s): **SUSAN ELIZABETH**

Surname: **DIXON**

Former names:

Service Address: **16 GROSVENOR STREET
LONDON
UNITED KINGDOM
W1K 4QF**

Consented to Act: Y *Date authorised: 17/03/2010* *Authenticated: YES*

Company Director *1*

Type: **Person**

Full forename(s): **NEIL JOHNSTON**

Surname: **GARDINER**

Former names:

Service Address: **16 GROSVENOR STREET
LONDON
UNITED KINGDOM
W1K 4QF**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **11/08/1966** *Nationality:* **BRITISH**

Occupation: **FUND MANAGER**

Consented to Act: **Y** *Date authorised:* **17/03/2010** *Authenticated:* **YES**

Company Director **3**

Type: **Person**

Full forename(s): **REBECCA JANE**

Surname: **WORTHINGTON**

Former names:

Service Address: **16 GROSVENOR STREET
LONDON
UNITED KINGDOM
W1K 4QF**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **14/10/1971** *Nationality:* **BRITISH**

Occupation: **CHARTERED ACCOUNTANT**

Consented to Act: **Y** *Date authorised:* **17/03/2010** *Authenticated:* **YES**

Company Director **4**

Type: **Person**

Full forename(s): **TONIANNE**

Surname: **DWYER**

Former names:

Service Address: **16 GROSVENOR STREET
LONDON
UNITED KINGDOM
W1K 4QF**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **30/09/1962** *Nationality:* **AUSTRALIAN**

Occupation: **PROPERTY FUND MANAGER**

Consented to Act: **Y** *Date authorised:* **17/03/2010** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	3
		<i>Aggregate nominal value</i>	3
<i>Currency</i>	GBP	<i>Amount paid per share</i>	0
		<i>Amount unpaid per share</i>	3
<i>Prescribed particulars</i>	THE ORDINARY SHARES SHALL BE NON REDEEMABLE BUT SHALL HOLD FULL RIGHTS IN RESPECT OF VOTING, AND SHALL ENTITLE THE HOLDER TO FULL PARTICIPATION IN RESPECT OF EQUITY AND IN THE EVENT OF A WINDING UP OF THE COMPANY. THE SHARES MAY BE CONSIDERED BY THE DIRECTORS WHEN CONSIDERING DIVIDENDS FROM TIME TO TIME.		

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	3
		<i>Total aggregate nominal value</i>	3

Initial Shareholdings

Name: **QUERCUS (GENERAL PARTNER) LIMITED**

Address: **16
GROSVENOR STREET
LONDON
UNITED KINGDOM
W1K 4QF**

Class of share: **ORDINARY**

Number of shares: **3**

Currency: **GBP**

*Nominal value of
each share:* **1**

Amount unpaid: **3**

Amount paid: **0**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **7SIDE LIMITED**

Agent's Address: **14 - 18
CITY ROAD
CARDIFF
UNITED KINGDOM
CF24 3DL**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **7SIDE LIMITED**

Agent's Address: **14 - 18
CITY ROAD
CARDIFF
UNITED KINGDOM
CF24 3DL**

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
of QUERCUS NO. 2 (GENERAL PARTNER) LIMITED



N A B A R R O

Lacon House
84 Theobald's Road
London
WC1X 8RW

Tel: +44 (0)20 7524 6000

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of QUERCUS NO. 2 (GENERAL PARTNER) LIMITED

(the "**Company**")

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 by each subscriber

QUERCUS (GENERAL PARTNER) LIMITED

Dated: 17 March 2010

No. []

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

QUERCUS NO. 2 (GENERAL PARTNER) LIMITED



N A B A R R O

Lacon House
84 Theobald's Road
London WC1X 8RW

Tel: +44 (0)20 7524 6000

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Company No. []

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

QUERCUS NO. 2 (GENERAL PARTNER) LIMITED

(the "Company")

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1 In these articles ("**articles**"), unless the context requires otherwise:

"A' Collective Vote"

has the meaning given in **article 6**;

"A' Director"

means any director from time to time appointed by the majority holder of the A shares in Quercus GP pursuant to **article 20**;

"Act"

means the Companies Act 2006, as amended or re-enacted from time to time;

"alternate" or "alternate director"

has the meaning given in **article 21**;

"appointer"

has the meaning given in **article 21**;

"associated company"

has the meaning given in **section 416** of the Income and Corporation Taxes Act 1988;

"B' Collective Vote"

has the meaning given in **article 6**;

"B' Director"

means any director from time to time appointed by the majority holder of the B shares in Quercus GP pursuant to **article 20**;

"bankruptcy"

means individual insolvency proceedings and includes similar proceedings in a jurisdiction other than England and Wales;

"Business Day"

means a day other than Saturday, Sunday or a day on which banks are authorised to close in London for general banking business;

"capitalised sum"

has the meaning given in **article 38**;

"chairman"

has the meaning given in **article 12**;

"chairman of the meeting"

has the meaning given in **article 41**;

"clear days"

means, in relation to a period of notice or otherwise, that period excluding the day when the notice or other document is received or deemed to be received and the day for which it is sent or on which it is to take effect;

"conflict situation"

has the meaning given in **article 15**;

"director"

means a director of the Company, and includes any person occupying the position of director, by whatever name called and an alternate director appointed by a director;

"distribution recipient"

has the meaning given in **article 34**;

"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;

"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"

means the Company and every subsidiary and holding company of the Company and every subsidiary and holding company of such subsidiary and holding company;

"group company"

means any company which is a member of the group;

"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;

"holding company"

has the meaning given in section 1159 of the Act;

"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 10**;

"persons entitled"

has the meaning given in **article 38**;

"proxy notice"

has the meaning given in **article 45**;

"Quercus GP"

means Quercus (General Partner) Limited;

"Relevant Agreement"

means any agreement, from time to time, to which the shareholders of Quercus GP are party, relating to the interests in and the business and affairs of Quercus GP;

"Shareholder"

means a person who is the holder of a Share;

"Shares"

means shares in the Company;

"situation involving a transaction or arrangement"

has the meaning given in **article 16**;

"special resolution"

has the meaning given in section 283 of the Act;

"subsidiary"

has the meaning given in section 1159 of the Act; and

"writing"

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

- 1.2 Unless already defined in these articles, words or expressions contained in these articles bear the same meaning as in the Act.
- 1.3 Where any provision is expressed to be subject to the terms of the Relevant Agreement such terms shall apply as if each 'A' Director and each 'B' Director is an A Director and a B Director respectively of Quercus GP and as if the Company is Quercus GP.

2. LIABILITY OF SHAREHOLDERS

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

DIRECTORS

3. DIRECTORS' GENERAL AUTHORITY

Subject to the articles and the terms of the Relevant Agreement, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. When one director only is in office, this provision applies to that director.

4. SHAREHOLDERS' RESERVE POWER

- 4.1 The Shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution and no alteration of the articles invalidates anything which the directors have done before the resolution is passed or the articles are altered (as appropriate).

5. DELEGATION OF DIRECTOR'S POWERS

- 5.1 The directors shall not delegate any of their powers to committees.
- 5.2 Subject to the terms of the Relevant Agreement the directors may delegate any of their powers to committees consisting of such directors or director or such other persons as they think fit.
- 5.3 The directors may delegate to any director such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered provided that if an "A" Director or a "B" Director shall serve notice on the Company (which shall state it is given in pursuance of this article) requesting the directors to revoke all of such powers then unless the directors resolve to revoke such powers within seven days of service of such notice such powers shall be deemed revoked at the expiration of such period of seven days.

6. DIRECTORS DECISIONS

- 6.1 Any decision of the directors must be taken at a meeting of the directors in accordance with this **article** 6 or a decision taken in accordance with **article** 7.
- 6.2 All decisions made at any meeting of the directors shall be determined as follows:
 - 6.2.1 subject to the provisions of the Relevant Agreement, the 'A' Directors shall collectively have one vote (the **"A' Collective Vote"**) and the 'B' Directors shall collectively have one vote (the **"B' Collective Vote"**) and questions arising at a meeting of the directors shall be decided by majority vote provided that no matter shall be given effect to unless the 'A' Collective Vote and the 'B' Collective Vote shall have been exercised in favour of that matter;
 - 6.2.2 if all the 'A' Directors do not agree as to which way to exercise the 'A' Collective Vote then the decision of a majority in the number of the 'A' Directors shall prevail, provided that if there is an equality of votes then the directors in question shall be deemed to have voted against the proposed resolution;
 - 6.2.3 if all the 'B' Directors do not agree as to which way to exercise the 'B' Collective Vote then the decision of a majority in the number of the 'B' Directors shall prevail, provided that if there is an equality of votes then the Directors in question shall be deemed to have voted against the proposed resolution; and
 - 6.2.4 no director shall be entitled to vote on any matter arising at a meeting of the directors where the directors of Quercus GP, who were appointed by the Quercus GP shareholder

and who appointed that director, would be precluded from voting by virtue of the terms of the Relevant Agreement if the company were Quercus GP.

7. UNANIMOUS DECISIONS

- 7.1 A decision of the directors is taken in accordance with this **article 7** when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 7.3 References in this article to eligible directors are to directors (whether present in person or by an alternate) who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 7.4 A decision may not be taken in accordance with this **article 7** if the eligible directors would not have formed a quorum at such a meeting.

8. NUMBER OF DIRECTORS

Unless and until otherwise determined by ordinary resolution, the minimum number of directors shall be two and the maximum number of directors shall be four.

9. CALLING A DIRECTORS' MEETING

- 9.1 Subject to the terms of the Relevant Agreement, any director may, or the Company secretary (if any) at the request of a director shall, call a directors' meeting by giving not less than 5 Business Days' notice (or such other period of notice as the directors may agree from time to time) of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 9.2 Notice of any directors' meeting must indicate:
 - 9.2.1 its proposed date and time;
 - 9.2.2 where it is to take place; and
 - 9.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 9.4 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, and notice of the waiver may be given before or after 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.

10. PARTICIPATION IN DIRECTORS' MEETINGS

- 10.1 Directors participate in a directors' meeting, or part of a directors' meeting, when:
 - 10.1.1 the meeting has been called and takes place in accordance with the articles and the terms of the Relevant Agreement; and
 - 10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 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.

11. QUORUM FOR DIRECTORS' MEETINGS

- 11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on. If a quorum is not present within one hour of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for three Business Days at the same time and place or such other time and place as agreed.
- 11.2 Subject to the terms of the Relevant Agreement, the quorum for directors' meetings shall be two directors, of whom one at least shall be an 'A' Director (or his alternate) and one at least shall be a 'B' Director (or his alternate).

12. CHAIRING OF DIRECTORS' MEETINGS

- 12.1 The holder of shares in Quercus GP from time to time entitled to appoint the chairman of the board of directors of Quercus GP shall have the right to appoint the chairman.
- 12.2 The person so appointed for the time being is known as the chairman who shall preside at all meetings of the directors.
- 12.3 If any chairman appointed from time to time by a holder of shares in Quercus GP is unable to attend a meeting of the board of directors then such shareholder shall be entitled to appoint another director to act as chairman in his place at such meeting. Without prejudice to the foregoing provisions of this **article 12.3** and subject to **articles 3, 12.1 and 12.2** the holder of shares in Quercus GP entitled to appoint the chairman of the board of directors of Quercus GP shall be entitled at any time to remove any chairman of the board of directors appointed by it or by its predecessor in title and to appoint another director to act as chairman in his place.

13. CHAIRMAN'S CASTING VOTE

Subject to the terms of the Relevant Agreement, the chairman or other director chairing the meeting shall be entitled to a casting vote.

14. 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 decision taken by the directors.

15. DIRECTORS' CONFLICTS

- 15.1 The terms of this **article** 15 shall be subject to the terms of the Relevant Agreement.
- 15.2 A "**conflict situation**" means a situation in which a director or an alternate has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company:
- 15.2.1 including a situation relating to the exploitation of any property, information or opportunity, irrespective of whether the Company could take advantage of the property, information or opportunity;
 - 15.2.2 excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest; and
 - 15.2.3 excluding a situation involving a transaction or arrangement where the provisions of **article** 16 shall apply.
- 15.3 A director or an alternate shall not infringe his duty to avoid a conflict situation if the matter or situation which would otherwise result in that director or alternate infringing that duty arises out of or results from that director or alternate:
- 15.3.1 being a director, alternate, officer, employee, consultant or member of any other group company; or
 - 15.3.2 being (directly or indirectly) involved with or interested in, any other group company.
- for the reason that any such matter or situation is hereby authorised and no further authorisation, whether pursuant to **article** 15.4 or otherwise, is required in respect of such matter or situation. In addition, any such director or such alternate shall not be in breach of any other duties he owes to the Company, including the duty to exercise independent judgment, as a result of him being involved in other group companies in the manner referred to in this **article** 15.3.
- 15.4 Any other matter or situation which would otherwise result in a director or an alternate director infringing his duty to avoid a conflict situation may be authorised by the directors. Any such authorisation will only be effective if:
- 15.4.1 the quorum at the meeting of the directors at which that matter or situation is considered is met without counting the director or alternate in question or any other interested director or alternate; and
 - 15.4.2 the matter or situation was agreed to without their voting or would have been agreed to if their votes had not been counted.
- 15.5 Any authorisation given by the directors in accordance with **article** 15.4:
- 15.5.1 may (at the time it is given or at any subsequent time) be made subject to such terms and such conditions as the directors consider appropriate; and

- 15.5.2 may be revoked or varied by the directors (any such revocation or variation will not affect anything previously done by the director or alternate in accordance with such prior authorisation).
- 15.6 Where in relation to a director or an alternate, a matter or situation is authorised under **article** 15.3 or specifically authorised by the directors under **article** 15.4, that director or alternate shall, irrespective of his interest in the matter or situation giving rise to the conflict situation, and subject, at all times, to the terms and conditions (if any) of any authorisation:
- 15.6.1 be entitled to:
- (a) receive any papers or other documents in relation to or concerning, such matter or situation;
 - (b) attend any meeting (or any part of any meeting) of the directors, at which such matter or situation is discussed or absent himself from any such meeting (or any part of any such meeting); and
 - (c) be counted in the quorum and vote at, any such meeting; and
- 15.6.2 not be required to:
- (a) disclose to or use for the benefit of the Company, any confidential information relating to such matter or situation if such disclosure or use would constitute a breach of confidence; and
 - (b) account to the Company for any benefit which he derives from such matter or situation.

16. DIRECTORS' INTERESTS IN TRANSACTIONS AND ARRANGEMENTS

- 16.1 A "**situation involving a transaction or arrangement**" means a situation in which a director or an alternate is in any way, directly or indirectly, interested in a transaction or arrangement with the Company in circumstances where the provisions of sections 177 or 182 of the Act apply.
- 16.2 The provisions of **article** 15 shall not apply to a situation involving a transaction or arrangement.
- 16.3 Any director or alternate may be interested in a situation involving a transaction or arrangement as long as he declares the nature of his interest in accordance with section 177 or, as the case may be, section 182, of the Act.
- 16.4 Where, in relation to a director or an alternate, a situation involving a transaction or arrangement has arisen and the director or alternate has declared the nature of his interest in accordance with section 177 or, as the case may be, section 182, of the Act, that director or alternate shall, irrespective of his interest in the matter giving rise to the situation involving a transaction or arrangement, be entitled to:
- 16.4.1 receive any papers or other documents in relation to or concerning, such matter;
- 16.4.2 attend a meeting (or any part of any meeting) of the directors, at which such matter is discussed; and
- 16.4.3 be counted in the quorum and vote at, any such meeting.

17. DISCLOSURE OF INFORMATION

Any 'A' Director or 'B' Director shall be entitled at any time to disclose to the holder of shares in Quercus GP that appointed such director such information concerning the business and affairs of the Company as he shall at his discretion see fit.

18. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles and the terms of the Relevant Agreement, the directors may regulate their proceedings and the manner in which they take decisions as they see fit.

19. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as:

- 19.1 that person ceases to be a director in accordance with any provision of the Act or is prohibited from being a director by law;
- 19.2 a bankruptcy order is made against that person;
- 19.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 19.4 he is removed from office under section 168 of the Act;
- 19.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 19.6 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;
- 19.7 being an 'A' Director or a 'B' Director, he is removed from office pursuant to **article 20.1**; or
- 19.8 the person who appointed him or an associated company of such person ceases to hold shares in Quercus GP (such removal to be treated as an act of the Company).

20. APPOINTMENT AND REMOVAL OF DIRECTORS

- 20.1 The holders for the time being of a majority of the A shares in Quercus GP may from time to time appoint two persons to be directors (but shall be obliged to appoint only one person) and to remove from office any person so appointed and to appoint another person in his place. Such director(s) and any alternates shall be called "'A' Directors". The holders for the time being of a majority of the B shares in Quercus GP may from time to time appoint two persons to be directors (but shall be obliged to appoint only one person) and to remove from office any person so appointed and to appoint another person in his place. Such director(s) and any alternates shall be called "'B' Directors".
- 20.2 Any appointment or removal pursuant to **article 20.1** shall be in writing served on the Company at its registered office and signed by or on behalf of the person or persons together holding a majority in nominal value of the issued A shares in Quercus GP or issued B shares

in Quercus GP (as the case may be). In the case of a corporation, any such document may be signed on its behalf by a director or the secretary of such corporation or by its duly appointed attorney or duly authorised representative. The appointment or removal will take effect when the notice is deemed delivered in accordance with the Act or on such later date (if any) specified in the notice.

- 20.3 Whenever a holder of shares in Quercus GP ceases, for whatever reason, to hold any shares in Quercus GP, that member shall procure that the director(s) appointed by it will resign immediately from the board, without payment of compensation for loss of office or otherwise.

21. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 21.1 Any director (other than an alternate director) (in this article, the **"appointor"**) may appoint any person (whether or not a director) to be an alternate director (**"alternate"** or **"alternate director"**), provided that the alternate director is not disqualified by law from being a director of a company or an existing director appointed by the holder of a different class of shares in Quercus GP to the holder of shares in Quercus GP which has appointed such director.
- 21.2 In the absence of the alternate's appointor, the alternate director may exercise the powers and carry out the responsibilities of his appointor in relation to the taking of decisions by the directors.
- 21.3 Any appointment or removal of an alternate director shall be made by notice in writing to the Company signed by the appointor.
- 21.4 The notice must:
- 21.4.1 identify the proposed alternate director; and
- 21.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate director of the appointor.
- 21.5 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.
- 21.6 Except as otherwise provided in the articles, alternate directors:
- 21.6.1 are deemed for all purposes to be directors;
- 21.6.2 are liable for their own acts and omissions;
- 21.6.3 are subject to the same restrictions as their appointors; and
- 21.6.4 are not deemed to be the agents of or for their appointors.
- 21.7 Each alternate director shall be entitled to receive notice of all meetings of directors.
- 21.8 A person who is an alternate director, but not a director:
- 21.8.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
- 21.8.2 may participate in decisions of the directors (but only if his appointor is eligible to participate in relation to that decision and does not himself participate).

- 21.9 On any decision of the directors, in addition to his own vote, a director who is also an alternate director is entitled (in the absence of his appointor) to a separate vote on behalf of his appointor (provided that his appointor is eligible to participate in relation to that decision).
- 21.10 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director. An alternate director shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to his appointor as the appointor may by notice in writing to the Company from time to time direct.
- 21.11 An alternate director's appointment as an alternate terminates:
- 21.11.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate; or
- 21.11.2 when an event occurs in relation to the alternate which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director; or
- 21.11.3 when the alternate director's appointor ceases to be a director for whatever reason.

22. DIRECTORS' REMUNERATION

The directors shall not be entitled to any remuneration in respect of the performance of their duties as directors unless otherwise agreed by the holders of shares from time to time in Quercus GP.

23. DIRECTORS' EXPENSES

The directors shall not be entitled to any reimbursement of expenses incurred in the performance of their duties as directors unless otherwise agreed by the holders of shares from time to time in Quercus GP.

SHARES AND DISTRIBUTIONS

24. SHARE CAPITAL

- 24.1 The Share capital of the Company at the date of adoption of these articles is three pounds (£3) divided into 3 Shares of one pound (£1) each.
- 24.2 No Share nor any right to subscribe for or convert any security into Shares may be issued or allotted to any person unless within one month before the issue or allotment the majority Shareholder has consented in writing to the issue or allotment, its terms and the identity of the proposed allottee.
- 24.3 Subject to **article** 24.2, the directors (for the purposes of section 551 of the Act) are generally and unconditionally authorised to allot or grant rights to subscribe for, or to convert any security into, any unissued Shares to such persons, on such terms and in such manner as they think fit, but subject to any agreement binding on the Company or the terms of the

Relevant Agreement. The authority contained in this **article** 24.3 shall, unless revoked or varied in accordance with section 551 of the Act:

- 24.3.1 be limited to a maximum nominal amount of one thousand pounds (£1,000); and
- 24.3.2 expire on the fifth anniversary of the date of adoption of these articles but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the directors after such anniversary of their powers in pursuance of this authority.
- 24.4 In exercising their authority under **article** 24.3 the directors shall not be required to have regard to sections 561 and 562 of the Act which sections shall be excluded from applying to the Company.

25. ALL SHARES TO BE FULLY PAID UP

- 25.1 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.
- 25.2 This does not apply to Shares taken on the formation of the company by the subscribers to the company's memorandum.

26. POWER TO ISSUE DIFFERENT CLASSES OF SHARE

- 26.1 Subject to the articles but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.
- 26.2 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.

27. 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.

28. SHARE CERTIFICATES

- 28.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 28.2 Every certificate must specify:
 - 28.2.1 in respect of how many Shares, of what class, it is issued;
 - 28.2.2 the nominal value of those Shares; and
 - 28.2.3 either that the Shares are fully paid, or the amount paid up on each Share.

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

28.4 Certificates must be executed in accordance with the Act.

29. REPLACEMENT SHARE CERTIFICATES

29.1 If a certificate issued in respect of a Shareholder's Shares is:

29.1.1 damaged or defaced; or

29.1.2 said to be lost, stolen or destroyed,

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

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

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

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

30. GENERAL PROVISIONS RELATING TO SHARE TRANSFERS

30.1 No member shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share except with the prior consent of all the members for the time being.

30.2 No Share shall be transferred to any minor, bankrupt or person with a mental disorder.

30.3 The directors shall not enter on the register of members of the Company the name of any transferee or transferees of a Share which has been transferred or purportedly transferred in breach of any of **articles** 30.1 or 30.2.

30.4 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, and unless the Share is fully paid, the transferee.

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

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

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

30.8 The directors may refuse to register a transfer unless:

30.8.1 the instrument of transfer is delivered to the registered office or such other place as the directors may decide and is accompanied by the certificate for the Shares to be transferred (or an indemnity for any certificate not in the transferor's possession in such form as the directors may decide) and such other evidence as the directors may reasonably require to prove the title of the transferor and the execution by him of the

transfer or, if the transfer is signed by some other person on his behalf, the authority of that person to do so;

30.8.2 it is in respect of one class of Shares only;

30.8.3 it is in favour of not more than one transferee; and

30.8.4 it complies with, or is made pursuant to, the terms of the Relevant Agreement.

30.9 Notwithstanding anything otherwise provided in these articles (whether by way of or in relation to pre-emption rights, restrictions on or conditions applicable to Share transfers or otherwise), the directors shall not decline to register any transfer of Shares nor suspend the registration thereof where such transfer is in favour of:

30.9.1 a chargee or mortgagee of any Shares;

30.9.2 any nominee of a chargee or mortgagee of any Shares;

30.9.3 a purchaser of any Shares from a chargee or mortgagee (or its nominee) of any Shares; or

30.9.4 a purchaser of any Shares from any receiver, administrative receiver or administrator appointed by a chargee or mortgagee of any Shares,

and a certificate by an officer of the relevant chargee or mortgagee that the relevant transfer is within **article** 30.9.1, 30.9.2, 30.9.3 or 30.9.4 above shall be conclusive evidence of that fact.

30.10 Other than in circumstances where the refusal to register a transfer is expressly permitted or required by these articles, the directors may not refuse to register the transfer of a Share, and shall promptly approve for registration each transfer which is presented to them for registration.

30.11 If the directors refuse to register the transfer of a Share the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

30.12 The provisions of this **article** 30 shall apply to any agreement for the transfer of a Share or any attempt to transfer a Share or to any renunciation of the allotment of any Share as they would apply to any transfer of that Share.

31. PROCEDURE FOR DECLARING DIVIDENDS

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

31.2 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.

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

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

- 31.5 If the Company's Share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 31.6 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.
- 31.7 If the directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

32. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 32.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- 32.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
- 32.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
- 32.1.3 any other means of payment as the directors agree with the distribution recipient in writing or as the directors may otherwise decide.
- 32.2 In this article, the **"distribution recipient"** means, in respect of a Share in respect of which a dividend or other sum is payable:
- 32.2.1 the holder of the Share; or
- 32.2.2 if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the person entitled to such Share.

33. NO INTEREST ON DISTRIBUTIONS

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

- 33.1 the terms on which the Share was issued; or
- 33.2 the provisions of another agreement between the holder of that Share and the Company.

34. DEDUCTION FROM DIVIDENDS

The directors may deduct from any dividend payable on or in respect of a Share all sums of money presently payable by the holder to the Company on any account whatsoever.

35. UNCLAIMED DISTRIBUTIONS

- 35.1 All dividends or other sums which are:
 - 35.1.1 payable in respect of Shares; and
 - 35.1.2 unclaimed after having been declared or become payable,
 - may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.
- 35.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 35.3 If:
 - 35.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and
 - 35.3.2 the distribution recipient has not claimed it,
 - the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

36. NON-CASH DISTRIBUTIONS

- 36.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company).
- 36.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
 - 36.2.1 fixing the value of any assets;
 - 36.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - 36.2.3 vesting any assets in trustees.

37. WAIVER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect.

38. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 38.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
 - 38.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's Share premium account or capital redemption reserve; and

- 38.1.2 appropriate any sum which they so decide to capitalise (a **"capitalised sum"**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **"persons entitled"**) and in the same proportions.
- 38.2 Capitalised sums must be applied:
- 38.2.1 on behalf of the persons entitled; and
- 38.2.2 in the same proportions as a dividend would have been distributed to them.
- 38.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 38.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 38.5 Subject to the articles the directors may:
- 38.5.1 apply capitalised sums in accordance with **articles** 38.3 and 38.4 partly in one way and partly in another;
- 38.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- 38.5.3 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.

DECISION-MAKING BY SHAREHOLDERS

39. NOTICE, ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 39.1 General meetings shall be called by at least 14 clear days' notice (that is, excluding the day of the general meeting and the day on which the notice is given).
- 39.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Shareholders having a right to attend and vote, being a majority together holding not less than 90 per cent in nominal value of the Shares giving that right.
- 39.3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted.
- 39.4 Subject to the articles and to any restrictions imposed on any Shares, the notice shall be given to all the Shareholders, to all persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder and to the directors and auditors of the Company.
- 39.5 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- 39.6 A person is able to exercise the right to vote at a general meeting when:
- 39.6.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 39.6.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 39.7 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 39.8 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 39.9 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40. QUORUM FOR GENERAL MEETINGS

- 40.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 40.2 The number of persons who shall constitute a quorum at any general meeting shall be:
- 40.2.1 if the Company has only one Shareholder, one Shareholder (present in person or by proxy or, if a corporate Shareholder, by its duly authorised representative); and
- 40.2.2 if the Company has more than one Shareholder, any two Shareholders entitled to vote upon the business to be transacted (present in person or by proxy or, if a corporate Shareholder, by its duly authorised representative).

41. CHAIRING GENERAL MEETINGS

- 41.1 The chairman of the board of directors shall chair general meetings if present.
- If the chairman of the board of directors is unable to attend a general meeting the holder of shares in Quercus GP entitled to appoint the chairman of the board of directors shall be entitled to appoint a director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 41.2 Subject to the Relevant Agreement, the person chairing a meeting in accordance with this article is referred to as the chairman of the meeting and shall be entitled to a casting vote.

Attendance and speaking by directors and non-Shareholders

- 41.3 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 41.4 The chairman of the meeting may permit other persons who are not:
- 41.4.1 Shareholders in the Company; or
- 41.4.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

Adjournment

- 41.5 If the persons attending a general meeting within one 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.
- 41.6 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
 - 41.6.1 the meeting consents to an adjournment; or
 - 41.6.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 41.7 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 41.8 When a general meeting is adjourned due to a quorum not being present the meeting shall be adjourned for three Business Days at the same time and place or such other time and place as agreed by the directors.
- 41.9 When a general meeting is adjourned for a reason other than there not being a quorum present, the chairman of the meeting must:
 - 41.9.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - 41.9.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 41.10 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 41.10.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 41.10.2 containing the same information which such notice is required to contain.
- 41.11 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.

42. VOTING: GENERAL

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

43. ERRORS AND DISPUTES

- 43.1 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.

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

44. POLL VOTES

44.1 A poll on a resolution may be demanded:

44.1.1 in advance of the general meeting where it is to be put to the vote; or

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

44.2 A poll may be demanded by:

44.2.1 the chairman of the meeting; or

44.2.2 any person (in person or by proxy or, being a corporation, by a duly authorised representative) having the right to vote on the resolution.

44.3 A demand for a poll may be withdrawn if:

44.3.1 the poll has not yet been taken; and

44.3.2 the chairman of the meeting consents to the withdrawal.

44.4 A demand for a poll which is withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

44.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time (not being more than 30 days from the date of the meeting or adjourned meeting at which that poll is demanded) and place and in such manner as the chairman of the meeting directs.

45. CONTENT OF PROXY NOTICES

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

45.1.1 states the name and address of the Shareholder appointing the proxy;

45.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

45.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

45.1.4 is delivered to the Company in accordance with the articles and, subject to **article** 45.5, any instructions contained in the notice of the general meeting to which they relate.

45.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

45.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

- 45.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 45.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 45.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 45.5 The last time for delivery of the proxy notice to the Company must not be earlier than the following time:
- 45.5.1 in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;
 - 45.5.2 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
 - 45.5.3 in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded.
- 45.6 The directors may specify in the notice of meeting that in calculating the time for delivery of proxies, no account has been taken of any part of a day that is not a working day.

46. DELIVERY OF PROXY NOTICES

- 46.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 46.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 46.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 46.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

47. AMENDMENTS TO RESOLUTIONS

- 47.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 47.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 47.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

- 47.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 47.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 47.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 47.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS

48. MEANS OF COMMUNICATION TO BE USED

- 48.1 Subject to the other provisions of these articles and the terms of the Relevant Agreement, 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.
- 48.2 Subject to the other provisions of these articles and the terms of the Relevant Agreement, 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.
- 48.3 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.
- 48.4 The address for service of the Company shall be the office or such other place as the directors may appoint. The address for service of each Shareholder shall be his address in the register of members within the United Kingdom or such other address for service, which may include an electronic address, as the addressee may from time to time notify to the Company for the purposes of this article. In the absence of such address the Shareholder shall not be entitled to receive from the Company notice of any meeting.
- 48.5 Notices or other documents or information will be deemed to be received:
- 48.5.1 if personally delivered to the relevant address determined in accordance with **article** 48.4, upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or
- 48.5.2 if sent by prepaid first-class post to the relevant address determined in accordance with **article** 48.4, at the start of the second Business Day after the date of posting; or
- 48.5.3 if sent by prepaid international airmail to the relevant address determined in accordance with **article** 48.4, at the start of the fourth Business Day after the date of posting; or
- 48.5.4 if sent by email to the relevant email address determined in accordance with **article** 48.4, at noon on the Business Day after the date of sending; or

- 48.5.5 if sent by fax to the fax number determined in accordance with **article** 48.4, on despatch if sent during a Business Day or at the start of the next Business Day if sent at any other time, provided that in each case a receipt indicating complete transmission of the document/information is obtained by the sender and that a copy of the fax is also despatched to the recipient using one of the methods described in **articles** 48.6.1 – 48.6.4 no later than the end of the next Business Day.
- 48.5.6 For the purposes of this article, all references to "**Business Day**" mean during **Business Hours** based on the local time where the recipient of the notice is located.

49. COMPANY SECRETARY

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

50. COMPANY SEALS

- 50.1 Any common seal may only be used by the authority of the directors.
- 50.2 The directors may decide by what means and in what form any common seal is to be used.
- 50.3 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.
- 50.4 For the purposes of this article, an authorised person is:
- 50.4.1 any director;
- 50.4.2 the company secretary (if any); or
- 50.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

51. 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.

52. INDEMNITY

Subject to the provisions of the Act, the Company may:

- 52.1 indemnify to any extent any person who is or was a director or other officer (unless the office is or was as auditor) of the Company or of an associated company, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any loss or liability, whether in connection with any proven or alleged negligence, default, breach of duty

or breach of trust by him or otherwise, in relation to the Company or any associated company;

- 52.2 provide funds to meet any expenditure incurred or to be incurred by any person who is or was a director or other officer (unless the office is or was as auditor) of the Company or of an associated company in defending any criminal or civil proceeding in which he is involved by reason of his office or in order to enable him to avoid incurring such expenditure; and
- 52.3 indemnify every auditor of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Company.

53. INSURANCE

Subject to the provisions of the Act, the Company may purchase and maintain insurance for any person who is or was a director or other officer (unless the office is or was as auditor) of the Company or any associated company, against loss or liability, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company.