

Company Number: 329377



**THE COMPANIES ACTS 1929 TO 2006**  
**PUBLIC COMPANY LIMITED BY SHARES**

**MEMORANDUM AND NEW ARTICLES OF ASSOCIATION**

**- of -**

**FENNER PLC**

(Incorporated on 1 July 1937)

**THE COMPANIES ACTS 1929 TO 2006**  
**PUBLIC COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**

- of -

**FENNER PLC**

**(amended by the Companies Act 2006 effective on 1 October 2009)**

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

<b>NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS</b>	<b>Number of Ordinary Shares taken by each Subscriber</b>
MERVYN JERMYN HYNES, 157, Cricklewood Lane, London, N.W.2. Solicitor's Articled Clerk	One
DAVID WILLIAM DONALDSON, 1, Petersham Terrace, London, S.W.7. Solicitor's Articled Clerk	One
JOHN WYNNE, 37, Ingram Road, Thornton Heath, Surrey. Solicitor's Clerk	One
CHARLES RICHARD WEBB, 25, Ethelburgh Street, Battersea, S.W.11. Solicitor's Clerk	One
WALTER THOMAS BOND, 10, Holmwood Close, North Harrow, Middlesex. Solicitor's Clerk	One
JAMES EDWARD WAY, Sandal House, 81, Calton Avenue, Dulwich, S.E.21. Solicitor's Clerk	One
ORMOND JOHN HOOK, "Dorana," Grange Crescent, Chigwell, Essex. Solicitor's Managing Clerk	One

Dated the 28<sup>th</sup> day of June 1937

Witness to the above Signatures-

JOHN BORTHWICK,  
Managing Clerk with  
Messrs. STEPHENSON, HARWOOD & TATHAM,  
16, Old Broad Street, London, E.C.2.  
Solicitors

Company Number: 329377



**NEW**

**ARTICLES OF ASSOCIATION**

**- of -**

**FENNER PLC**

(Incorporated on 1 July 1937)

adopted by special resolution on [16] May 2018

# FENNER PLC

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**The Companies Acts 1929 - 2006**

**PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

- of -

**FENNER PLC**

(adopted by Special Resolution dated 11 January 2012)

**PRELIMINARY**

**1. Exclusion of other regulations or articles**

No regulations or articles for management of a company contained or set out in any Act of Parliament or statutory instrument concerning companies shall apply to the Company and the following shall be the articles of association of the Company.

**2. Definitions**

In these Articles, except where the subject or context otherwise requires:

**address** includes a number or address used for the purposes of sending or receiving documents or information by electronic means;

**Articles** means these articles of association as altered from time to time by special resolution;

**auditors** means the auditors of the Company;

**the board** means the directors or any of them acting as the board of directors of the Company;

**certificated share** means a share in the capital of the Company that is not an uncertificated share and references in these Articles to a share being held in certificated form shall be construed accordingly;

**clear days** in relation to the giving of a notice means the period excluding the day on which a notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**Companies Act 2006** means the Companies Act 2006 including any modification or re-enactment of it from time to time in force;

**Companies Acts** has the meaning given by section 2 of the Companies Act 2006 but shall only extend to provisions which are in force at the relevant date;

**director** means a director of the Company;

**dividend** means dividend or bonus;

**electronic copy, electronic form and electronic means** have the meanings given to them by section 1168 of the Companies Act 2006;

**employees' share scheme** has the meaning given by section 1166 of the Companies Act 2006;

**entitled by transmission** means, in relation to a share in the capital of the Company, entitled as a consequence of the death or bankruptcy of the holder or otherwise by operation of law;

**hard copy** and **hard copy form** have the meanings given to them by section 1168 of the Companies Act 2006;

**holder** in relation to a share in the capital of the Company means the member whose name is entered in the register as the holder of that share;

**Legislation** means the Companies Acts and all other laws, acts, statutory instruments and regulations (to the extent the same is in force) concerning companies and affecting the Company;

**London Stock Exchange** means London Stock Exchange plc;

**member** means a member of the Company;

**office** means the registered office of the Company;

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

**recognised person** means a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, each of which terms has the meaning given to it by section 778 of the Companies Act 2006;

**register** means the register of members of the Company;

**Regulations** means the Uncertificated Securities Regulations 2001 including any modification or re-enactment of them for the time being in force;

**seal** means the common seal of the Company and includes any official seal kept by the Company by virtue of section 49 or 50 of the Companies Act 2006;

**secretary** means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary;

**uncertificated share** means a share in the capital of the Company which is recorded on the register as being held in uncertificated form and title to which may, by virtue of the Regulations, be transferred by means of a relevant system and references in these Articles to a share being held in uncertificated form shall be construed accordingly;

**United Kingdom** means Great Britain and Northern Ireland; and

**working day** has the same meaning given by section 1173 of the Companies Act 2006.

### 3. Construction

References to a document or information being **given**, **sent** or **supplied** to or by a person mean such document or information, or a copy of such document or information, being given, sent, supplied, delivered, issued or made available to or by, or served on or by, or deposited with or by, that person by any method authorised by these Articles, and **giving**, **sending** and **supplying** shall be construed accordingly.

References to **writing** mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether in electronic form or otherwise, and **written** shall be construed accordingly.

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include corporations.

Words or expressions contained in these Articles which are not defined in Article 2 but are defined in the Companies Acts have the same meaning as in the Companies Acts to the extent that the same are in force from time to time unless inconsistent with the subject or context.

Words or expressions contained in these Articles which are not defined in Article 2 but are defined in the Regulations have the same meaning as in the Regulations unless inconsistent with the subject or context.

References to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision from time to time in force.

Headings are inserted for convenience only and do not affect the construction of these Articles.

In these Articles, (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them; (b) the word **board** in the context of the exercise of any power, authority, discretion or function contained in these Articles includes any committee consisting of one or more directors, any director holding executive office and any local or divisional board, manager or agent of the Company to which or, as the case may be, to whom the power, authority, discretion or function in question has been delegated; (c) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and (d) except where expressly provided by the terms of delegation, the delegation of a power, authority, discretion or function shall not exclude the concurrent exercise of that power, authority, discretion or function by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power, authority, discretion or function.

Where, in relation to a share, these Articles refer to a **relevant system**, the reference is to the relevant system in which that share is a participating security at the relevant time.

## **LIMITED LIABILITY**

### **4. Limited liability**

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

## **SHARE CAPITAL**

### **5. Shares with special rights**

Subject to the provisions of the Legislation and without prejudice to any rights attached to any existing shares or class of shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or, subject to and in default of such determination, as the board shall determine.

## **6.1 Uncertificated shares**

Subject to the provisions of the Regulations, the board may permit the holding of shares in any class of shares in uncertificated form and the transfer of title to shares in that class by means of a relevant system and may determine that any class of shares shall cease to be a participating security. Notwithstanding any other provisions of these Articles, the board shall have power to implement any arrangements it may, in its absolute discretion, think fit in relation to the holding of shares in uncertificated form and the transfer of uncertificated shares (subject always to the Legislation, the Regulations and the facilities and requirements of a relevant system).

The provisions of these Articles shall not apply to shares of any class which are in uncertificated form to the extent that such Articles are inconsistent with the holding of shares of that class in uncertificated form, the transfer of title to shares of that class by means of a relevant system or any provision of the Regulations.

## **6.2 Not separate class of shares**

Shares in the capital of the Company that fall within a certain class shall not form a separate class of shares from other shares in that class because any share in that class:

- (a) is held in uncertificated form; or
- (b) is permitted in accordance with the Regulations to become a participating security.

## **6.3 Exercise of Company's entitlements in respect of uncertificated share**

Where any class of shares is a participating security and the Company is entitled under any provision of the Legislation, the Regulations or these Articles to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over a share held in uncertificated form, the Company shall be entitled, subject to the provisions of the Legislation, the Regulations, these Articles and the facilities and requirements of the relevant system:

- (a) to require the holder of that uncertificated share by notice to change that share into certificated form within the period specified in the notice and to hold that share in certificated form so long as required by the Company;
- (b) to require the holder of that uncertificated share by notice to give any instructions necessary to transfer title to that share by means of the relevant system within the period specified in the notice;
- (c) to require the holder of that uncertificated share by notice to appoint any person to take any step, including without limitation the giving of any instructions by means of the relevant system, necessary to transfer that share within the period specified in the notice; and
- (d) to take any action that the board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.

## **7.1 Section 551 authority**

The board has general and unconditional authority to exercise all the powers of the Company to allot shares in the Company or grant rights to subscribe for, or convert any security into, shares in the



Company up to an aggregate nominal amount equal to the section 551 amount, for each prescribed period.

## **7.2 Section 561 disapplication**

The board is empowered for each prescribed period to allot equity securities for cash pursuant to the authority conferred by Article 7.1 and to sell treasury shares wholly for cash as if section 561(1) of the Companies Act 2006 did not apply to any such allotment or sale, provided that its power shall be limited to the allotment of equity securities and the sale of treasury shares:

- (a) in connection with an issue in favour of ordinary shareholders where the equity securities respectively attributable to the interests of all ordinary shareholders are proportionate (as nearly as practicable) to the respective numbers of ordinary shares held by them, but subject to such exclusions or other arrangements as the board may deem necessary or expedient in relation to fractional entitlements or any legal, regulatory or practical problems or costs under the laws or regulations of any overseas territory or the requirements of any regulatory body or stock exchange; and
- (b) (otherwise than pursuant to Article 7.2(a)) up to an aggregate nominal amount equal to the section 561 amount.

## **7.3 Allotment after expiry**

Before the expiry of a prescribed period the Company may make an offer or agreement which would or might require equity securities or shares in the Company to be allotted or rights to subscribe for, or convert any security into, shares in the Company to be granted or treasury shares to be sold after such expiry. The board may allot equity securities or shares in the Company or grant rights to subscribe for, or convert any security into, shares in the Company or sell treasury shares in pursuance of that offer or agreement as if the prescribed period during which that offer or agreement was made had not expired.

## **7.4 Definitions**

In this Article:

**prescribed period** means any period for which the authority conferred by Article 7.1 is given by ordinary or special resolution stating the section 551 amount and/or the power conferred by Article 7.2 is given by special resolution stating the section 561 amount;

**section 551 amount** means, for any prescribed period, the amount stated in the relevant ordinary or special resolution; and

**section 561 amount** means, for any prescribed period, the amount stated in the relevant special resolution.

## **7.5 Existing authority and power**

Nothing in this Article shall affect any authority or power conferred on the board for the purposes of section 80 and/or section 95 of the Companies Act 1985 and/or section 551 and/or section 570 and/or section 571 of the Companies Act 2006 prior to, or on the date of, the adoption of these Articles.

## **8. Residual allotment powers**

Subject to the provisions of the Legislation relating to authority, pre-emption rights or otherwise and of any resolution of the Company in general meeting passed pursuant to those provisions and to the provisions of these Articles (including, in the case of redeemable shares, the provisions of Article 9):

- (a) all shares in the Company shall be at the disposal of the board; and
- (b) the board may allot (with or without conferring a right of renunciation), grant options over, or otherwise deal with or dispose of them to such persons on such terms and conditions (including consideration) and at such times as it thinks fit.

## **9. Redeemable shares**

Subject to the provisions of the Legislation, and without prejudice to any rights attached to any existing shares or class of shares, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder. The board may determine the terms, conditions and manner of redemption of any such shares.

## **10. Commissions**

The Company may exercise all powers of paying commissions or brokerage conferred or permitted by the Legislation. Subject to the provisions of the Legislation, any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

### **11.1 Trusts not recognised**

Except as required by law, the Company shall recognise no person as holding any share on any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or compelled in any way to recognise (even if having notice of it) any interest in any share (or in any fractional part of a share) except the holder's absolute right to the entirety of the share (or fractional part of the share).

### **11.2 Renunciation of allotment**

The board may at any time after the allotment of any share but before any person has been entered in the register as the holder:

- (a) recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation; and/or
- (b) allow the rights represented thereby to be one or more participating securities,

in each case upon and subject to such terms and conditions as the board may think fit to impose.

## **VARIATION OF RIGHTS**

### **12.1 Method of varying rights**

Subject to the provisions of the Legislation, if at any time the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of allotment of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of three-quarters in nominal value

of the issued shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise).

## **12.2 When rights deemed to be varied**

For the purposes of this Article, if at any time the capital of the Company is divided into different classes of shares, unless otherwise expressly provided by the rights attached to any share or class of shares, those rights shall be deemed to be varied by:

- (a) the reduction of the capital paid up on that share or class of shares otherwise than by a purchase or redemption by the Company of its own shares; and
- (b) the allotment of another share ranking in priority for payment of a dividend or in respect of capital or which confers on its holder voting rights more favourable than those conferred by that share or class of shares,

but shall not be deemed to be varied by:

- (c) the creation or issue of another share ranking equally with, or subsequent to, that share or class of shares or by the purchase or redemption by the Company of its own shares; or
- (d) the Company permitting, in accordance with the Regulations, the holding of and transfer of title to shares of that or any other class in uncertificated form by means of a relevant system.

## **12.3 Proceedings at separate class meetings**

Article 43 deals with proceedings at a separate general meeting of the holders of any class of shares in the capital of the Company.

## **12.4 Rights of part of a class of shares varied**

The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

## **SHARE CERTIFICATES**

### **13. Members' rights to certificates**

Every member, on becoming the holder of any certificated share (except a recognised person in respect of whom the Company is not required by law to complete and have ready for delivery a certificate) shall be entitled, without payment, to one certificate for all the certificated shares of each class held by him (and, on transferring a part of his holding of certificated shares of any class, to a certificate for the balance of his holding of certificated shares). Every certificate shall:

- (a) be executed under the seal or otherwise in accordance with Article 128 or in such other manner as the board may approve; and
- (b) specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up on the shares.

The Company shall not be bound to issue more than one certificate for certificated shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. Shares of different classes may not be included in the same certificate.

#### **14.1 Consolidation of certificates**

If a member has two or more share certificates for shares of the same class which are in certificated form, he can ask the Company for these to be cancelled and replaced by a single new certificate. The Company must comply with such request, without making a charge for doing so.

#### **14.2 Splitting of certificates**

A member can ask the Company to cancel and replace a single share certificate with two or more certificates, for the same total number of shares. The board may, if it thinks fit, comply with such request and the board may require the member to pay a reasonable sum to the Company for doing so.

#### **14.3 Lost or damaged certificates**

If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of any exceptional out-of-pocket expenses reasonably incurred by the Company in investigating evidence and preparing the requisite form of indemnity as the board may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

#### **14.4 Request by joint holders**

In the case of shares held jointly by several persons any request under this Article 14 may be made by any one of the joint holders.

### **LIEN**

#### **15. Company to have lien on shares**

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys payable to the Company (whether presently or not) in respect of that share. The board may at any time (generally or in a particular case) waive any lien or declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount (including without limitation dividends) payable in respect of it.

#### **16.1 Enforcement of lien by sale**

The Company may sell, in such manner as the board determines, any share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share, or to the person entitled to it by transmission, demanding payment and stating that if the notice is not complied with the share may be sold.

#### **16.2 Giving effect to sale**

To give effect to that sale the board may, if the share is a certificated share, authorise any person to execute an instrument of transfer in respect of the share sold to, or in accordance with the directions of, the buyer. If the share is an uncertificated share, the board may exercise any of the Company's

powers under Article 6.3 to effect the sale of the share to, or in accordance with the directions of, the buyer. The buyer shall not be bound to see to the application of the purchase money and his title to the share shall not be affected by any irregularity in or invalidity of the proceedings in relation to the sale.

### **16.3 Application of proceeds**

The net proceeds of the sale, after payment of the costs, shall be applied in or towards payment or satisfaction of so much of the sum in respect of which the lien exists as is presently payable. Any residue shall (if the share sold is a certificated share, on surrender to the Company for cancellation of the certificate in respect of the share sold and, whether the share sold is a certificated or uncertificated share, subject to a like lien for any moneys not presently payable as existed on the share before the sale) be paid to the person entitled to the share at the date of the sale.

## **CALLS ON SHARES**

### **17. Power to make calls**

Subject to the terms of allotment, the board may from time to time make calls on the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium). Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company the amount called on his shares as required by the notice. A call may be required to be paid by instalments. A call may be revoked in whole or part and the time fixed for payment of a call may be postponed in whole or part as the board may determine. A person on whom a call is made shall remain liable for calls made on him even if the shares in respect of which the call was made are subsequently transferred.

### **18. Time when call made**

A call shall be deemed to have been made at the time when the resolution of the board authorising the call was passed.

### **19. Liability of joint holders**

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

### **20. Interest payable**

If a call or any instalment of a call remains unpaid in whole or in part after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid. Interest shall be paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, the rate determined by the board, not exceeding 15 per cent. per annum, or, if higher, the appropriate rate (as defined by the Companies Acts), but the board may in respect of any individual member waive payment of such interest wholly or in part.

### **21. Deemed calls**

An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and notified and payable on the date so fixed or in accordance with the terms of the allotment. If it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

**22. Differentiation on calls**

Subject to the terms of allotment, the board may make arrangements on the issue of shares for a difference between the allottees or holders in the amounts and times of payment of calls on their shares.

**23. Payment of calls in advance**

The board may, if it thinks fit, receive from any member all or any part of the moneys uncalled and unpaid on any share held by him. Such payment in advance of calls shall extinguish the liability on the share in respect of which it is made to the extent of the payment. The Company may pay on all or any of the moneys so advanced (until they would but for such advance become presently payable) interest at such rate agreed between the board and the member not exceeding (unless the Company by ordinary resolution otherwise directs) 15 per cent. per annum or, if higher, the appropriate rate (as defined in the Companies Acts).

**FORFEITURE AND SURRENDER**

**24. Notice requiring payment of call**

If a call or any instalment of a call remains unpaid in whole or in part after it has become due and payable, the board may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

**25. Forfeiture for non-compliance**

If that notice is not complied with, any share in respect of which it was given may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the board. The forfeiture shall include all dividends or other moneys payable in respect of the forfeited share which have not been paid before the forfeiture. When a share has been forfeited, notice of the forfeiture shall be served on the person who was the holder of the share before the forfeiture. An entry shall be made promptly in the register opposite the entry of the share showing that notice has been served, that the share has been forfeited and the date of forfeiture. No forfeiture shall be invalidated by the omission or neglect to give that notice or to make those entries.

**26. Sale of forfeited shares**

Subject to the provisions of the Legislation, a forfeited share shall be deemed to belong to the Company and may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the board determines, either to the person who was the holder before the forfeiture or to any other person. At any time before sale, re-allotment or other disposal, the forfeiture may be cancelled on such terms as the board thinks fit. Where for the purposes of its disposal a forfeited share held in certificated form is to be transferred to any person, the board may authorise any person to execute an instrument of transfer of the share to that person. Where for the purposes of its disposal a forfeited share held in uncertificated form is to be transferred to any person, the board may exercise any of the Company's powers under Article 6.3. The Company may receive the consideration given for the share on its disposal and may register the transferee as holder of the share.

**27. Liability following forfeiture**

A person shall cease to be a member in respect of any share which has been forfeited and shall, if the share is a certificated share, surrender the certificate for any forfeited share to the Company for cancellation. The person shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of that share with interest on that amount at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the rate determined by the board, not exceeding 15 per cent. per annum or, if higher, the appropriate rate (as defined in the Companies Acts), from the date of forfeiture until payment. The board may waive payment wholly or in part or enforce payment without any allowance for the value of the share at the time of forfeiture or for any consideration received on its disposal.

**28. Surrender**

The board may accept the surrender of any share which it is in a position to forfeit on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited.

**29. Extinction of rights**

The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only those rights and liabilities expressly saved by these Articles, or as are given or imposed in the case of past members by the Legislation.

**30. Evidence of forfeiture or surrender**

A statutory declaration by a director or the secretary that a share has been duly forfeited or surrendered or sold to satisfy a lien on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject if necessary to the execution of an instrument of transfer or transfer by means of the relevant system, as the case may be) constitute a good title to the share. The person to whom the share is disposed of shall not be bound to see to the application of the purchase money, if any, and his title to the share shall not be affected by any irregularity in, or invalidity of, the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

**TRANSFER OF SHARES**

**31.1 Form and execution of transfer of certificated share**

The instrument of transfer of a certificated share may be in any usual form or in any other form which the board may approve. An instrument of transfer shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. An instrument of transfer need not be under seal.

**31.2 Transfer of uncertificated shares**

All transfers of uncertificated shares shall be made in accordance with and be subject to the Regulations and the facilities and requirements of a relevant system and, subject thereto, in accordance with any arrangements made by the board pursuant to Article 6.1.

**32. Transfers of partly paid shares**

The board may, in its absolute discretion, refuse to register the transfer of a share which is not fully paid, provided that the refusal does not prevent dealings in shares in the Company from taking place on an open and proper basis. In the case of uncertificated shares, the board may exercise its discretion to refuse to register a transfer of a share to the extent permitted by the Regulations and the facilities and requirements of the relevant system.

### **33.1 Invalid transfers of certificated shares**

The board may also refuse to register the transfer of a certificated share unless the instrument of transfer:

- (a) is lodged, duly stamped (if stampable), at the office or at another place appointed by the board accompanied by the certificate for the share to which it relates and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so);
- (b) is in respect of only one class of shares; and
- (c) is in favour of not more than four transferees.

### **33.2 Transfers by recognised persons**

In the case of a transfer of a certificated share by a recognised person, the lodgement of a share certificate will only be necessary if and to the extent that a certificate has been issued in respect of the share in question.

### **34. Notice of refusal to register**

If the board refuses to register a transfer of a share, it shall send the transferee notice of its refusal together with reasons for the refusal as soon as is reasonably practicable and in any event within two months after the date on which the instrument of transfer was lodged with the Company or the Operator-instruction was received, as the case may be.

### **35. No fee payable on registration**

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

### **36. Retention of transfers**

The Company shall be entitled to retain an instrument of transfer which is registered, but an instrument of transfer which the board refuses to register shall be returned to the person lodging it when notice of the refusal is given unless the board suspect that the transfer may be fraudulent.

## **TRANSMISSION OF SHARES**

### **37. Transmission**

If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest. Nothing in these Articles



shall release the estate of a deceased member (whether a sole or joint holder) from any liability in respect of any share held by him.

### **38.1 Elections permitted**

A person becoming entitled by transmission to a share may, on production of any evidence as to his entitlement properly required by the board, elect either to become the holder of the share or to have another person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered and the share is a certificated share, he shall execute an instrument of transfer of the share to that person. If he elects to have himself or another person registered and the share is an uncertificated share, he shall take any action the board may require (including without limitation the execution of any document and the giving of any instruction by means of a relevant system) to enable himself or that person to be registered as the holder of the share. All the provisions of these Articles relating to the transfer of shares apply to that notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member or other event giving rise to the transmission had not occurred.

### **38.2 Elections required**

The board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share. If the notice is not complied with within 60 days, the board may after the expiry of that period withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

### **39. Rights of persons entitled by transmission**

A person becoming entitled by transmission to a share shall, on production of any evidence as to his entitlement properly required by the board and subject to the requirements of Article 38, have the same rights in relation to the share as he would have had if he were the holder of the share, subject to Article 138. That person may give a discharge for all dividends and other moneys payable in respect of the share, but he shall not, before being registered as the holder of the share, be entitled in respect of it to receive notice of, or to attend or vote at, any meeting of the Company or to receive notice of or to attend or vote at any separate meeting of the holders of any class of shares in the capital of the Company.

## **CONSOLIDATION AND SUB-DIVISION OF SHARES**

### **40. Sub-division of shares**

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

All shares created by resolution pursuant to this Article 40 shall be:

- (a) subject to all the provisions of these Articles including, without limitation, provisions relating to payment of calls, lien, forfeiture, transfer and transmission; and
- (b) unclassified, unless otherwise provided by these Articles, by the resolution creating the shares or by the terms of allotment of the shares.

### **41. Fractions arising on consolidation or sub-division**

Whenever any fractions arise as a result of a consolidation or sub-division of shares, the board may on behalf of the members deal with the fractions as it thinks fit. In particular, without limitation, the board may sell shares representing fractions to which any members would otherwise become entitled to any person (including, subject to the provisions of the Legislation, the Company) and distribute the net proceeds of sale in due proportion among those members. Where the shares to be sold are held in certificated form the board may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the buyer. Where the shares to be sold are held in uncertificated form, the board may do all acts and things it considers necessary or expedient (including, without limitation, arranging for any shares arising on consolidation or sub-division and representing fractional entitlements to be entered in the register as shares in certificated form) to effect the transfer of the shares to, or in accordance with the directions of, the buyer. The buyer shall not be bound to see to the application of the purchase moneys and his title to the shares shall not be affected by any irregularity in, or invalidity of, the proceedings in relation to the sale.

## **GENERAL MEETINGS**

### **42. Annual general meetings**

The board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Legislation.

### **43. Class meetings**

All provisions of these Articles relating to general meetings of the Company shall, the necessary changes having been made, apply to every separate general meeting of the holders of any class of shares in the capital of the Company, except that:

- (a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class or, at any adjourned meeting of such holders, one holder present in person or by proxy, whatever the amount of his holding, who shall be deemed to constitute a meeting;
- (b) any holder of shares of the class present in person or by proxy may demand a poll; and
- (c) each holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him.

For the purposes of this Article, where a person is present by proxy or proxies, he is treated only as holding the shares in respect of which those proxies are authorised to exercise voting rights.

### **44. Convening general meetings**

The board may call general meetings whenever and at such times and places as it shall determine. On the requisition of members pursuant to the provisions of the Legislation, the board shall promptly convene a general meeting in accordance with the requirements of the Legislation. If there are insufficient directors in the United Kingdom to call a general meeting any director of the Company may call a general meeting, but where no director is willing or able to do so, any two members of the Company may summon a meeting for the purpose of appointing one or more directors.

## **NOTICE OF GENERAL MEETINGS**

### **45.1 Period of notice**

Subject to the provisions of the Legislation, an annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed or permitted under the Companies Act 2006.

#### **45.2 Recipients of notice**

Subject to the provisions of the Legislation, to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be sent to all the members, to each of the directors and to the auditors, provided that the Company may determine that only those persons entered on the register at the close of business on a day determined by the Company or the board (such day being not more than 21 days before the date that notice of the meeting is sent) shall be entitled to receive such notice.

#### **46.1 Contents of notice: general**

The notice shall specify the time, date and place of the meeting (including without limitation any satellite meeting place, or other places at which persons can participate via electronic means, arranged for the purposes of Article 47.1 at the time of calling the meeting, which shall be identified as such in the notice), the general nature of the business to be dealt with and such other information required to be contained in it by virtue of the Companies Act 2006. There shall appear with reasonable prominence in every notice a statement that a member is entitled to appoint one or more proxies to exercise all or any of his rights to attend and to speak and vote instead of such member and that a proxy need not be a member.

#### **46.2 Contents of notice: additional requirements**

In the case of an annual general meeting, the notice shall specify the meeting as such and shall contain such other information required to be contained in it by virtue of the Companies Act 2006. In the case of a meeting to pass a special resolution, the notice shall specify the intention to propose the resolution as a special resolution.

#### **46.3 Contents of notice: record date**

For the purposes of determining which persons are entitled to attend or vote at a meeting and how many votes such a person may cast, the Company may specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting. In calculating the period mentioned in this Article, no account shall be taken of any part of a day that is not a working day. Changes to the register after the time specified by virtue of this Article 46.3 shall be disregarded in determining the rights of any person to attend or vote at the meeting.

#### **46.4 Article 48 arrangements**

The notice shall include details of any arrangements made for the purpose of Article 48 (making clear that participation in those arrangements will not amount to attendance at the meeting to which the notice relates).

#### **47.1 General meetings at more than one place**

The board may, notwithstanding that the notice of any general meeting may specify the place of the meeting (*the principal meeting place*), resolve to enable persons entitled to attend a general meeting to do so by simultaneous attendance and participation at a satellite meeting place

anywhere in the world, or by way of any other electronic means, allowing persons not present together at the same place to attend, speak and vote at the meeting. The board may make such arrangements as it thinks fit relating to such simultaneous attendance and participation at a satellite meeting place or other place at which persons are participating via electronic means.

The members present in person or by proxy at satellite meeting places, or other places at which persons are participating via electronic means, shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the general meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that members or proxies attending at all the satellite meeting places, or other places at which persons are participating via electronic means, are able to:

- (a) participate in the business for which the meeting has been convened; and
- (b) hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any other such place.

The chairman of the general meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place.

#### **47.2 Arrangements regarding other meeting places**

The arrangements which the board can make relating to simultaneous attendance and participation at a satellite meeting place, or other places at which persons are participating via electronic means, may include arrangements regarding the level of attendance as aforesaid at the satellite meeting place, or other places at which persons are participating via electronic means, provided that they shall operate so that any members and proxies excluded from attendance at the principal meeting place are able to attend at a satellite meeting place or other places at which persons are participating via electronic means.

The board may, for the purpose of facilitating the organisation and administration of any general meeting to which such arrangements apply, from time to time make arrangements, whether involving the issue of tickets (on a basis intended to afford all members and proxies entitled to attend the meeting an equal opportunity of being admitted to the principal meeting place) or the imposition of some random means of selection or otherwise as it shall in its absolute discretion consider to be appropriate, and may from time to time vary any such arrangements or make new arrangements in their place and the entitlement of any member or proxy to attend a general meeting at the principal meeting place shall be subject to such arrangements as may be for the time being in force whether stated in the notice of meeting to apply to that meeting or notified to the members concerned subsequent to the provision of the notice of the meeting.

#### **47.3 Interruption or adjournment where facilities inadequate**

If it appears to the chairman of the general meeting that the facilities at the principal meeting place or any satellite meeting place, or other places at which persons are participating via electronic means, have become inadequate for the purposes referred to in Article 47.1, then the chairman may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at that general meeting up to the time of that adjournment shall be valid. The provisions of Article 57.2 shall apply to that adjournment.

#### **48 Other arrangements for viewing and hearing proceedings**

The board may make arrangements for persons entitled to attend a general meeting or an adjourned general meeting to be able to view and hear the proceedings of the general meeting or adjourned general meeting and to speak at the meeting (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) by attending at a venue anywhere in the world not being a principal meeting place or a satellite meeting place or other place at which persons are participating via electronic means. Those attending at any such venue shall not be regarded as present at the general meeting or adjourned general meeting and shall not be entitled to vote at the meeting at or from that venue. The inability for any reason of any member present in person or by proxy at such a venue to view or hear all or any of the proceedings of the meeting or to speak at the meeting shall not in any way affect the validity of the proceedings of the meeting.

#### **49 Controlling level of attendance**

The board may from time to time make any arrangements for controlling the level of attendance at any venue for which arrangements have been made pursuant to Article 48 (including without limitation the issue of tickets or the imposition of some other means of selection) it in its absolute discretion considers appropriate, and may from time to time change those arrangements. If a member, pursuant to those arrangements, is not entitled to attend in person or by proxy at a particular venue, he shall be entitled to attend in person or by proxy at any other venue for which arrangements have been made pursuant to Article 48. The entitlement of any member or proxy to be present at such venue in person or by proxy shall be subject to any such arrangement then in force whether stated in the notice of meeting or adjourned meeting to apply to the meeting or notified to the members concerned subsequent to the provision of the notice of the meeting.

#### **50 Change in place and/or time of meeting**

If, after the giving of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the board decides that it is impracticable or unreasonable for a reason beyond its control to hold the meeting at the declared place (or any of the declared places, in the case of a meeting to which Article 47.1 applies) and/or time, it may change the place (or any of the places, in the case of a meeting to which Article 47.1 applies) and/or postpone the time at which the meeting is to be held. If such a decision is made, the board may then change the place (or any of the places, in the case of a meeting to which Article 47.1 applies) and/or postpone the time again if it decides that it is reasonable to do so. In either case:

- (a) no new notice of the meeting need be given, but the board shall, if practicable, advertise the date, time and place of the meeting in at least two newspapers having a national circulation and shall make arrangements for notices of the change of place and/or postponement to appear at the original place and/or at the original time; and
- (b) a proxy appointment in relation to the meeting may, if by means of a document in hard copy form, be delivered to the office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 78.1(a) or, if in electronic form, be received at the address specified by or on behalf of the Company in accordance with Article 78.1(b), at any time not less than 48 hours before the postponed time appointed for holding the meeting provided that the board may specify, in any case, that in calculating the period of 48 hours, no account shall be taken of any part of a day that is not a working day.

#### **51. Meaning of participate**

For the purposes of Articles 47 to 50, the right of a member to participate in the business of any general meeting shall include without limitation the right to speak, vote on a show of hands, vote on a poll, be represented by a proxy and have access to all documents which are required by the Legislation or these Articles to be made available at the meeting.

#### **52.1 Accidental omission to send notice etc.**

The accidental omission to send a notice of a meeting or resolution or, to send, supply or make available any document or information relating to the meeting, or to send any notification where required by the Legislation or these Articles in relation to the publication of a notice of meeting or any other document or information on a website, or to send a form of proxy where required by the Legislation or these Articles, to any person entitled to receive it, or the non-receipt for any reason of any such notice, resolution, document, information or notification or form of proxy by that person, whether or not the Company is aware of such omission or non-receipt, shall not invalidate the proceedings at that meeting.

#### **52.2 Security**

The board and, at any general meeting, the chairman may make any arrangement and impose any requirement or restriction it or he considers appropriate to ensure the security of a general meeting including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place. The board and, at any general meeting, the chairman are entitled to refuse entry to a person who refuses to comply with these arrangements, requirements or restrictions.

### **PROCEEDINGS AT GENERAL MEETINGS**

#### **53.1 Quorum**

No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the choice or appointment of a chairman, which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, two qualifying persons present at a meeting and entitled to vote on the business to be dealt with are a quorum, unless:

- (a) each is a qualifying person only because he is authorised under the Companies Acts to act as a representative of a corporation in relation to the meeting, and they are representatives of the same corporation; or
- (b) each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member.

For the purposes of this Article, a **qualifying person** means (i) an individual who is a member of the Company, (ii) a person authorised under the Companies Acts to act as a representative of the corporation in relation to the meeting, or (iii) a person appointed as proxy of a member in relation to the meeting.

#### **53.2 If quorum not present**

If such a quorum is not present within five minutes (or such longer time not exceeding 30 minutes as the chairman of the meeting may decide to wait) from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved, and in any other case shall stand adjourned to such time and place as

the chairman of the meeting may (subject to the provisions of the Companies Acts) determine. The adjourned meeting shall be dissolved if a quorum is not present within 15 minutes after the time appointed for holding the meeting.

**54. Arrangements to promote the orderly conduct of a meeting**

The board or the chairman of the meeting may take such action, give such direction or put in place such arrangements as it or he consider appropriate to promote the orderly conduct of the business of the meeting. Any decision of the chairman of the meeting on matters of procedure or matters arising incidentally from the business of the meeting, and any determination by the chairman of the meeting as to whether a matter is of such a nature, shall be final.

**55. Chairman**

The chairman, if any, of the board or, in his absence, any deputy chairman of the Company or, in his absence, some other director nominated by the board, shall preside as chairman of the meeting. If neither the chairman, deputy chairman nor such other director (if any) is present within five minutes after the time appointed for holding the meeting or is not willing to act as chairman, the directors present shall elect one of their number to be chairman. If there is only one director present and willing to act, he shall be chairman. If no director is willing to act as chairman, or if no director is present within five minutes after the time appointed for holding the meeting, a member may be elected to be the chairman by a resolution of the Company passed at the meeting.

**56. Directors and other persons entitled to attend and speak**

A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the capital of the Company. The chairman may permit other persons (including, without limitation, any legal or other professional adviser of the Company) who are not members or otherwise entitled to exercise the rights of members in relation to general meetings to attend and, at the chairman's discretion, speak at a general meeting or at any separate class meeting.

**57.1 Adjournment: chairman's powers**

The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place. No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. In addition (and without prejudice to the chairman's power to adjourn a meeting conferred by Article 47.3), the chairman may adjourn the meeting to another time and place without such consent if it appears to him that:

- (a) it is likely to be impracticable to hold or continue that meeting because of the number of members wishing to attend who are not present; or
- (b) the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly continuation of the business of the meeting; or
- (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

**57.2 Adjournment: procedures**

Any such adjournment may (subject to the provisions of the Companies Acts) be for such time and to such other place (or, in the case of a meeting held at a principal meeting place and a satellite meeting place and other places at which persons are participating via electronic means, such other places) as the chairman may, in his absolute discretion determine, notwithstanding that by reason of such adjournment some members may be unable to be present at the adjourned meeting. Any such member may nevertheless appoint a proxy for the adjourned meeting either in accordance with Article 78.1 or by means of an instrument which, if delivered by him at the meeting which is adjourned to the chairman or the secretary or any director, shall be valid even though it is given at less notice than would otherwise be required by Article 78.1(a). When a meeting is adjourned for 30 days or more or for an indefinite period, notice shall be sent at least seven clear days before the date of the adjourned meeting specifying the time and place (or places, in the case of a meeting to which Article 47.1 applies) of the adjourned meeting and the general nature of the business to be transacted. Otherwise (except where the provisions of the Companies Acts or these Articles otherwise require) it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **58. Amendments to resolutions**

If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman, an amendment may be withdrawn by its proposer before it is voted on. No amendment to a resolution duly proposed as a special resolution may be considered or voted on (other than a mere clerical amendment to correct a patent error). No amendment to a resolution duly proposed as an ordinary resolution may be considered or voted on (other than a mere clerical amendment to correct a patent error) unless either (a) at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the ordinary resolution is to be considered (which, if the board so specifies, shall be calculated taking no account of any part of a day that is not a working day), notice of the terms of the amendment and the intention to move it has been delivered by means of a document in hard copy form to the office or to such other place as may be specified by or on behalf of the Company for that purpose, or received in electronic form at such address (if any) for the time being notified by or on behalf of the Company for that purpose, or (b) the chairman in his absolute discretion decides that the amendment may be considered and voted on.

#### **59. Methods of voting**

A resolution put to the vote of a general meeting shall be decided on a show of hands unless the Company's intention to call a poll on the resolution is stated in the notice of the general meeting or, before or on the declaration of the result of a vote on the show of hands or on the withdrawal of any other demand for a poll, a poll is duly demanded. For the avoidance of doubt, a poll can be demanded before a vote on a show of hands. Subject to the provisions of the Legislation, a poll may be demanded by:

- (a) the chairman of the meeting; or
- (b) at least five members present in person or by proxy having the right to vote on the resolution; or
- (c) any member or members present in person or by proxy representing not less than 10% of the total voting rights of all the members having the right to vote on the resolution; or



- (d) any member or members present in person or by proxy holding shares 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.

The appointment of a proxy to vote on a matter at a meeting authorises the proxy to demand, or join in demanding, a poll on that matter. In applying the provisions of this Article, a demand by a proxy counts (i) for the purposes of paragraph (b) of this Article, as a demand by the member, (ii) for the purposes of paragraph (c) of this Article, as a demand by a member representing the voting rights that the proxy is authorised to exercise, and (iii) for the purposes of paragraph (d) of this Article, as a demand by a member holding the shares to which those rights are attached.

**60. Declaration of result**

Unless a poll is duly demanded (and the demand is not withdrawn before the poll is taken) a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in the minutes of the meeting recorded in accordance with the Companies Acts is also conclusive of that fact without such proof.

**61. No casting vote**

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.

**62. Withdrawal of demand for poll**

The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If the demand for a poll is withdrawn, the chairman or any other member entitled may demand a poll.

**63. Conduct of poll**

Subject to Article 64, a poll shall be taken as the chairman directs (including the use of ballot, voting papers, tickets, electronic voting or any combination thereof) and he may, and shall if required by the meeting, appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

**64. When poll to be taken**

A poll demanded on the election of a chairman or on a question of adjournment shall be taken at the meeting at which it is demanded. A poll demanded on any other question shall be taken either at the meeting or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

**65. Notice of poll**

No notice need be given of a poll not taken at the meeting at which it is demanded if the time and place at which it is to be taken are announced at the meeting. In any other case notice shall be sent at least seven clear days before the taking of the poll specifying the time and place at which the poll is to be taken.

## **66. Effectiveness of special resolutions**

Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

## **VOTES OF MEMBERS**

### **67.1 Right to vote on a show of hands**

Subject to any rights or restrictions attached to any shares by or in accordance with these Articles or their terms of issue on a show of hands:-

- (a) each member who is present in person shall have one vote; and
- (b) every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that a proxy has one vote for and one vote against the resolution if:-
  - (i) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and
  - (ii) 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 it or the proxy has been instructed by one or more of those members to vote in one way and is given discretion as to how to vote by one or more other of those members (and wishes to use that discretion to vote in the other way).

### **67.2 Right to vote on a poll**

Subject to any rights or restrictions attached to any shares by or in accordance with these Articles or their terms of issue on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.

## **68. Votes of joint holders**

In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names of the holders stand in the register.

## **69. Member under incapacity**

A member in respect of whom an order has been made by a court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised for that purpose appointed by that court or official. That receiver, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. The right to vote shall be exercisable only if evidence satisfactory to the board of the authority of the person claiming to exercise the right to vote has been

delivered to the office, or another place specified in accordance with these Articles for the delivery of proxy appointments, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised provided that the Company may specify, in any case, that in calculating the period of 48 hours, no account shall be taken of any part of a day that is not a working day.

## **70. Calls in arrears**

No member shall, unless the board otherwise determines, be entitled to vote at a general meeting or at a separate meeting of the holders of any class of shares in the capital of the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

### **71.1 Section 793 of the Companies Act 2006: restrictions if in default**

If at any time the board is satisfied that any member, or any other person appearing to be interested in shares (within the meaning of Part 22 of the Companies Act 2006) held by such member, has been duly served with a notice under section 793 of the Companies Act 2006 (a **section 793 notice**) and is in default for the prescribed period in supplying to the Company the information thereby required, then the board may, in its absolute discretion at any time thereafter by notice (a **direction notice**) to such member direct that:

- (a) in respect of the shares in relation to which the default occurred (the **default shares**, which expression includes any shares issued after the date of the section 793 notice in respect of those shares) the member (or any transferee to which any default shares are transferred other than pursuant to an approved transfer or pursuant to the provisions of Article 71.1(b)(ii)) shall not be entitled to attend or vote either personally or by proxy at a general meeting or at a separate meeting of the holders of that class of shares or on a poll or to exercise any other right conferred by membership in relation to general meetings of the Company or separate meetings of the holders of that class of shares; and
- (b) where the default shares represent at least 0.25 per cent. in nominal value of the issued shares of their class, the direction notice may additionally direct that in respect of the default shares:
  - (i) any dividend or part of a dividend or other money which would otherwise be payable on the default shares shall be retained by the Company (without any liability to pay interest when such money is finally paid to the shareholder) and no share shall be allotted pursuant to Article 137;
  - (ii) no transfer of any default share shall be registered unless:
    - (A) the member is not himself in default as regards supplying the information requested and the transfer when presented for registration is accompanied by a certificate by the member in such form as the board may in its absolute discretion require to the effect that after due and careful enquiry the member is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer; or
    - (B) the transfer is an approved transfer; or
    - (C) registration of the transfer is required by the Regulations.

## **71.2 Copy of notice to interested persons**

The Company shall send a copy of the direction notice to each other person appearing to be interested in the default shares, but the failure or omission by the Company to do so shall not invalidate such notice.

## **71.3 When restrictions cease to have effect**

Any direction notice shall have effect in accordance with its terms but shall cease to have effect not more than seven days after the earlier of receipt by the Company of:

- (a) a notice of an approved transfer, but only in relation to the shares transferred; or
- (b) all the information required by the relevant section 793 notice, in a form satisfactory to the board.

## **71.4 Board may cancel restrictions**

The board may at any time give notice cancelling a direction notice.

## **71.5 Conversion of uncertificated shares**

The Company may exercise any of its powers under Article 6.3 in respect of any default share that is held in uncertificated form.

## **72.1 Provisions supplementary to Article 71**

For the purposes of Article 71:

- (a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification under section 793 of the Companies Act 2006 which either (i) names such person as being so interested or (ii) fails to establish the identities of all those interested in the shares, and (after taking into account the said notification and any other relevant section 793 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;
- (b) the prescribed period is 14 days from the date of service of the section 793 notice; and
- (c) a transfer of shares is an approved transfer if:
  - (i) it is a transfer of shares pursuant to an acceptance of a takeover offer (within the meaning of section 974 of the Companies Act 2006); or
  - (ii) the board is satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares the subject of the transfer to a party unconnected with the member and with any other person appearing to be interested in the shares; or
  - (iii) the transfer results from a sale made through a recognised investment exchange as defined in the Financial Services Act 2000 or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded.

- (d) reference to a person having failed to give the Company the information required by a section 793 notice, or being in default as regards supplying such information, includes (i) reference to his having failed or refused to give all or any part of it and (ii) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular.

## **72.2 Section 794 of the Companies Act 2006**

Nothing contained in Article 71 or Article 72.1 limits the power of the Company under section 794 of the Companies Act 2006.

## **73. Errors in voting**

If any votes are counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, or at any adjournment of the meeting, and, in the opinion of the chairman, it is of sufficient magnitude to vitiate the result of the voting.

## **74. Objection to voting**

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is tendered. Every vote not disallowed at such meeting shall be valid and every vote not counted which ought to have been counted shall be disregarded. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

## **75. Voting: additional provisions**

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

## **PROXIES AND CORPORATE REPRESENTATIVES**

### **76.1. Appointment of proxy**

A member is entitled to appoint a proxy or (subject to Article 76.2) proxies to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A proxy need not be a member.

Any proxy or proxies appointed must vote in accordance with any instructions given by the member by whom the proxy or proxies is or are appointed. However, the Company shall be under no obligation to enquire or to check whether any proxy votes in accordance with any instructions given to him by the member he represents and, for the avoidance of doubt, if a proxy does not vote in accordance with the instructions of the member he represents the vote or votes cast shall nevertheless be valid for all purposes and the proceedings at any general meeting and any vote on any resolution at a general meeting shall not be invalidated if a proxy does not vote in accordance with any such instructions.

### **76.2 Appointment of proxy: multiple proxies**

A member may appoint more than one proxy to attend a meeting on the same occasion, provided that each such proxy is appointed to exercise the rights attached to a different share or shares held by that member.

### **76.3 Appointment of proxy: form**

The appointment of a proxy shall be made in writing and shall be in any usual form or in any other form which the board may approve. Subject thereto, the appointment of a proxy may be:

- (a) in hard copy form; or
- (b) in electronic form, if the Company agrees.

Save that the Company shall allow the appointment of a proxy in electronic form if and to the extent that the Company is required to do so under the Companies Acts.

### **76.4 Appointment of proxy: execution**

The appointment of a proxy, whether made in hard copy form or in electronic form, shall be executed in such manner as may be approved by or on behalf of the Company from time to time. Subject thereto, the appointment of a proxy shall be executed by the appointor or any person duly authorised by the appointor or, if the appointor is a corporation, executed by a duly authorised person or under its common seal or in any other manner authorised by its constitution.

### **77. Method of proxy appointment**

The board may, if it thinks fit, but subject to the provisions of the Legislation, at the Company's expense send hard copy forms of proxy for use at the meeting and issue invitations by electronic means to appoint a proxy in relation to the meeting in such form as may be approved by the board. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned. The appointment of a proxy shall, unless the contrary is stated thereon, be as valid for any adjournment of a meeting as it is for the meeting to which it relates. An appointment relating to more than one meeting (including any adjournment of any such meeting) having once been delivered in accordance with Article 78 for the purposes of any such meeting does not need to be delivered again for the purposes of any subsequent meeting to which it relates.

### **78.1 Delivery/receipt of proxy appointment**

Without prejudice to Article 50(b) or to the second sentence of Article 57.2, the appointment of a proxy shall:

- (a) if in hard copy form, be delivered by hand or by post to the office or such other place within the United Kingdom as may be specified by or on behalf of the Company for that purpose:
  - (i) in the notice convening the meeting, or
  - (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 50) at which the person named in the appointment proposes to vote; or
- (b) if in electronic form, be received at any address to which the appointment of a proxy may be sent by electronic means pursuant to a provision of the Companies Acts or to the address specified by or on behalf of the Company for the purpose of receiving the appointment of a proxy in electronic form in:

- (i) the notice convening the meeting, or
- (ii) any form of proxy sent by or on behalf of the Company in relation to the meeting, or
- (iii) any invitation to appoint a proxy issued by the Company in relation to the meeting,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 50) at which the person named in the appointment proposes to vote; or

- (c) in either case, where a poll is taken subsequently to the date of the meeting or adjourned meeting, be delivered or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll.

In calculating the periods mentioned in this Article, the board may specify, in any case, that no account shall be taken of any part of a day that is not a working day.

### **78.2 Authentication of proxy appointment not made by holder**

Where the appointment of a proxy is expressed to have been or purports to have been made, sent or supplied by a person on behalf of the holder of a share:

- (a) the Company may treat the appointment as sufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that holder; and
- (b) that holder shall, if requested by or on behalf of the Company at any time, send or procure the sending of any written authority under which the appointment has been made, sent or supplied or a copy of such authority certified notarially or in some other way approved by the board, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid.

### **78.3 Validity of proxy appointments**

A proxy appointment which is not delivered or received in accordance with Article 78.1, or in respect of which Article 78.2 has not been complied with, shall be invalid. When two or more valid proxy appointments are delivered or received in respect of the same share for use at the same meeting, the one that was last delivered or received shall be treated as replacing or revoking the others as regards that share; provided that if the Company determines that it has insufficient evidence to decide whether or not a proxy appointment is in respect of the same share, it shall be entitled to determine which proxy appointment (if any) is to be treated as valid. Subject to the Legislation, the Company may determine at its discretion when a proxy appointment shall be treated as delivered or received for the purposes of these Articles.

### **79. Rights of proxy**

A proxy appointment shall be deemed to entitle the proxy to exercise all or any of the appointing member's rights to attend and to speak and vote at a meeting of the Company or (where a member has appointed more than one proxy) all or any of the rights attached to the shares in respect of which he is appointed the proxy to attend and to speak and vote at a meeting of the Company.

### **80. Corporate representatives**

- (a) Any corporation which is a member of the Company (*the grantor*) may, by resolution of its directors or other governing body, authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any separate meeting of the holders of any class of shares. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person or persons so authorised is or are present at it.
- (b) A person authorised by the grantor is entitled to exercise (on behalf of the grantor) the same powers as the grantor could exercise if it were an individual member of the Company. Where the grantor authorises more than one person, this Article 80(b) is subject to Articles 80(c) and 80(d).
- (c) On a vote on a resolution on a show of hands at a meeting of the Company or at any separate meeting of the holders of any class of shares, each authorised person has the same voting rights as the grantor would be entitled to.
- (d) Where Article 80(c) does not apply and more than one authorised person purport to exercise a power under Article 80(b) in respect of the same shares:-
  - (i) if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and
  - (ii) if they do not purport to exercise the power in the same way as each other, the power is treated as not exercised and the grantor shall be deemed to have abstained from exercising its power.
- (e) A director, the secretary or other person authorised for the purpose by the secretary may require all or any of such persons to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.
- (f) The Company shall be under no obligation to enquire or to check whether any authorised person votes in accordance with any instructions given to him by the grantor he represents and, for the avoidance of doubt, if an authorised person does not vote in accordance with the instructions of the grantor he represents the vote or votes cast shall nevertheless be valid for all purposes and the proceedings at any general meeting and any vote on any resolution at a general meeting shall not be invalidated if any authorised person does not vote in accordance with any such instructions.

## **81. Termination of authority**

The termination of the authority of a person to act as a proxy or duly authorised representative of a corporation does not affect:

- (a) whether he counts in deciding whether there is a quorum at a meeting;
- (b) the validity of anything he does as chairman of a meeting;
- (c) the validity of a poll demanded by him at a meeting; or
- (d) the validity of a vote given by that person,

unless notice of the termination was either delivered or received as mentioned in the following sentence at least one hour before the start of the relevant meeting or adjourned meeting or (in the



case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) at least one hour before the time appointed for taking the poll. Such notice of termination shall be either by means of a document in hard copy form delivered to the office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 78.1(a) or in electronic form received at the address specified by or on behalf of the Company in accordance with Article 78.1(b), regardless of whether any relevant proxy appointment was effected in hard copy form or in electronic form.

## **NUMBER OF DIRECTORS AND SHARE QUALIFICATION**

### **82.1 Limits on number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not less than two nor more than fifteen in number.

### **82.2 No share qualification**

A director shall not be required to hold any shares in the capital of the Company by way of qualification.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **83. Annual retirement of directors**

At each annual general meeting all the directors shall retire from office. A retiring director shall be eligible for re-appointment.

### **84. When director deemed to be reappointed**

If the Company does not fill the vacancy at the meeting at which a director retires by rotation or otherwise, the retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the director is put to the meeting and lost.

If the retiring director is not re-appointed, he shall (unless Article 86.1 applies) retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting. A retiring director who is re-appointed or deemed to have been appointed or re-appointed will continue in office without a break.

### **85. Eligibility for election**

No person other than a director retiring by rotation shall be appointed a director at any general meeting unless:

- (a) he is recommended by the board; or
- (b) not less than seven nor more than 42 days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors, together with notice executed by that person of his willingness to be appointed.

### **86.1 Deemed re-appointment of directors if insufficient eligible persons appointed**

If:

- (a) at the annual general meeting in any year any resolution or resolutions for the appointment or re-appointment of the persons eligible for appointment or re-appointment as directors are put to the meeting and lost; and
- (b) at the end of that meeting, the number of directors is fewer than any minimum number of directors required under Article 82.1 or the number fixed under Article 117.1 as the quorum for meetings of the board

all retiring directors who stood for re-appointment at that meeting (*the retiring directors*) shall be deemed to have been re-appointed as directors and shall remain in office, but the retiring directors may only:

- (c) act for the purpose of appointing an additional director or directors (such appointment(s) to be ratified by the Company at the next general meeting);
- (d) convene a general meeting of the Company for the purpose of the appointment of additional directors and/or the ratification by the Company of any director(s) appointed by the retiring directors; and
- (e) perform such duties as are essential to maintain the Company as a going concern and to comply with the Company's legal and regulatory obligations,

but not for any other purpose.

### **86.2 Convening general meeting to appoint directors**

The retiring directors shall convene the general meeting referred to in Article 86.1(d) as soon as reasonably practicable following the annual general meeting referred to in Article 86.1(a) and (b) and they shall retire from office at that meeting if the number of directors appointed or ratified by the Company at that meeting is equal to or more than any minimum number of directors required under Article 82.1 or the number fixed under Article 117.1 as the quorum for meetings of the board.

### **86.3 Continuing application of Articles 86.1 and 86.2 if insufficient eligible persons appointed**

If at the end of any meeting convened under Article 86.2 the number of directors is fewer than any minimum number of directors required under Article 82.1 or the number fixed under Article 117.1 as the quorum for meetings of the board, the provisions of Articles 86.1 and 86.2 shall also apply to that meeting and, if relevant, any subsequent general meeting or meetings.

### **87. Separate resolutions on appointment**

Except as otherwise authorised by the Legislation, the appointment of any person proposed as a director shall be effected by a separate resolution.

### **88. Additional powers of the Company**

Subject to the provisions of these Articles, the Company may by ordinary resolution appoint a person who is willing to act as a director, and is permitted by law to do so, to be a director either to

fill a vacancy or as an additional director. The appointment of a person to fill a vacancy or as an additional director shall take effect from the end of the meeting.

**89. Appointment by board**

The board may appoint a person who is willing to act to be a director and is permitted by law to do so, either to fill a vacancy or as an additional director and in either case whether or not for a fixed term, provided that the appointment does not cause the number of directors to exceed the number, if any, fixed by or in accordance with these Articles as the maximum number of directors. Irrespective of the terms of his appointment, a director so appointed shall hold office only until the next following general meeting and shall then be eligible for re-appointment. If not re-appointed at such general meeting, he shall vacate office at its conclusion.

**PRESIDENT**

**90. Appointment of president**

The board may from time to time elect a President of the Company and may determine the period for which he shall hold office. Such President may be either honorary or paid such remuneration as the board in its discretion shall think fit, and need not be a director. If the President is not a director he shall (but only if invited by the board) be entitled to receive notice of and attend and speak, but not to vote, at meetings of the board. The President (unless he is a director) shall not be an officer of the Company for the purposes of the Companies Acts.

**ALTERNATE DIRECTORS**

**91. Power to appoint alternates**

Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the board and willing to act and permitted by law to do so, to be an alternate director and may remove an alternate director so appointed by him from his appointment as an alternate director.

**92. Alternates entitled to receive notice**

An alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of the board of which his appointor is a member, to attend and vote at any such meeting at which his appointor is not personally present (but at which meeting such director would be entitled to vote), and generally to perform all the functions of his appointor (except as regards power to appoint an alternate) as a director in his absence.

**93. Alternates representing more than one director**

A director or any other person may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the board or any committee of the board to one vote for every director whom he represents (and who is not present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

**94. Expenses and remuneration of alternates**

An alternate director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a director but shall not be entitled to receive any remuneration from the

Company in respect of his services as an alternate director except such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. An alternate director shall be entitled to be indemnified by the Company to the same extent as if he were a director.

#### **95. Termination of appointment**

An alternate director shall cease to be an alternate director:

- (a) if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his re-appointment; or
- (b) on the happening of any event which, if he were a director, would cause him to vacate his office as director; or
- (c) if he resigns his office by notice to the Company.

#### **96. Method of appointment and revocation**

Any appointment or removal of an alternate director shall be by notice to the Company executed by the director making or revoking the appointment and shall take effect in accordance with the terms of the notice (subject to any approval required by Article 91) on receipt of such notice by the Company which shall, in the case of a notice contained in an instrument, be at the office or, in the case of a notice delivered by electronic means, be at such address (if any) as may for the time being be notified by or on behalf of the Company for that purpose.

#### **97. Alternate not an agent of appointor**

Except as otherwise expressly provided in these Articles, an alternate director:-

- (a) shall be deemed for all purposes to be a director (and accordingly, except where the context otherwise requires, a reference to a director shall be deemed to include a reference to an alternate director);
- (b) shall alone be responsible for his own acts and omissions;
- (c) shall not be deemed to be the agent of the director appointing him; and
- (d) shall, in addition to any restrictions which may apply to him personally, be subject to the same restrictions as his appointor.

### **POWERS OF THE BOARD**

#### **98.1 Business to be managed by board**

Subject to the provisions of the Legislation and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the board which may exercise all the powers of the Company, including without limitation the power to dispose of all or any part of the undertaking of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special

power given to the board by these Articles. A meeting of the board at which a quorum is present may exercise all powers exercisable by the board.

#### **98.2 Power of the board to change the Company's name**

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

#### **99. Exercise by Company of voting rights**

The board may exercise the voting power conferred by the shares in any body corporate held or owned by the Company in such manner in all respects as it thinks fit (including without limitation the exercise of that power in favour of any resolution appointing its members or any of them directors of such body corporate, or voting or providing for the payment of remuneration to the directors of such body corporate).

### **DELEGATION OF POWERS OF THE BOARD**

#### **100. Committees of the board**

The board may delegate any of its powers, authorities, discretions and functions (including without prejudice to the generality of the foregoing all powers, authorities, discretions or functions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the directors) to any committee consisting of one or more directors. The board may also delegate to any director holding any executive office such of its powers, authorities, discretions and functions as the board considers desirable to be exercised by him. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate to one or more directors (whether or not acting as a committee) or to any employee or agent of the Company all or any of the powers, authorities, discretions and functions delegated and may be made subject to such conditions as the board may specify, and may be revoked or altered. The board may co-opt on to any such committee persons other than directors, who may enjoy voting rights in the committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are directors. Subject to any conditions imposed by the board, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying.

#### **101. Local boards, etc.**

The board may establish local or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of the local or divisional boards, or any managers or agents, and may fix their remuneration. The board may delegate to any local or divisional board, manager or agent any of the powers, authorities, discretions and functions vested in or exercisable by the board, with power to sub-delegate, and may authorise the members of any local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies. Any appointment or delegation made pursuant to this Article may be made on such terms and subject to such conditions as the board may decide. The board may remove any person so appointed and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

#### **102. Agents**

The board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes, with such powers, authorities, discretions and functions (not exceeding

those vested in the board) and on such conditions as the board determines, including without limitation authority for the agent to delegate all or any of his powers, authorities, discretions and functions, and may revoke or vary such delegation.

### **103. Offices including the title "director"**

The board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the purposes of these Articles or for the purposes of the Companies Acts.

## **BORROWING POWERS**

### **104.1 Power to borrow**

Subject as hereinafter provided and to the provisions of the Legislation, the board may exercise all the powers of the Company to borrow money, and to mortgage or charge all or any part of its undertaking, property, assets (in each case, present and future) and uncalled capital, and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

### **104.2 Limitation on Power to borrow**

The board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far as regards subsidiary undertakings as by such exercise they can secure) that the aggregate principal amount from time to time outstanding of all money borrowed by the Company and its subsidiary undertakings (the **Group**) (exclusive of borrowings owing by one member of the Group to another member of the Group) shall not, without the previous sanction of an ordinary resolution of the Company, exceed an amount equal to three times the Adjusted Capital and Reserves.

### **104.3 Adjusted Capital and Reserves**

In this Article the expression **Adjusted Capital and Reserves** means a sum equal to the aggregate of:-

- (a) the amount paid up (or credited as or deemed to be paid up) on the issued share capital of the Company and such of the share capital of the Company as is allotted but not issued; and
- (b) the amount standing to the credit of the reserves (including, without limitation, any revaluation reserve, share premium account or capital redemption reserve) after adding thereto or deducting therefrom any balance standing to the credit or debit of the profit and loss account,

all based on the then latest audited balance sheet but after:-

- (i) making such adjustments as may be appropriate in respect of any variation in the amount of such paid up (or credited as or deemed to be paid up) share capital or

any such reserves but without deducting from such reserves the amount of goodwill shown as an intangible asset in such audited balance sheet subsequent to the relevant balance sheet date and so that for this purpose (1) if any issue or proposed issue of shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any premium) of the subscription moneys payable in respect thereof (not being moneys payable later than six months after the date of allotment) shall to the extent so underwritten be deemed to have been paid up on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, on the date when it became unconditional) and (2) subject as aforesaid, share capital (including any premium) shall be deemed to have been paid up as soon as it has been unconditionally agreed to be subscribed or taken up (within six months of such agreement) by any person;

- (ii) making such adjustments as may be appropriate in respect of any distributions declared, recommended or made by the Company or its subsidiary undertakings (otherwise than attributable directly or indirectly to the Company or its subsidiary undertakings) out of profits earned up to and including the date of the latest audited balance sheet of the Company or subsidiary undertaking (as the case may be) to the extent that such distribution is not provided for in such balance sheet;
- (iii) making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its subsidiary undertakings since the date of such balance sheet;
- (iv) making all such adjustments, if the calculation is required for the purposes of or in connection with a transaction under or in connection with which any undertaking is to become or cease to be a subsidiary undertaking, as would be appropriate if such transaction had been carried into effect;
- (v) making such adjustments as may be necessary to add back any amounts noted in the then latest audited accounts as having been eliminated from the audited balance sheet, whether by direct charge to the reserves or by amortisation through the profit and loss account, in respect of goodwill or other intangibles arising on acquisitions; and
- (vi) making such other adjustments (if any) as the auditors consider appropriate.

#### **104.4 Borrowings**

For the purposes of the foregoing limit the following provisions shall apply:-

- (a) there shall be deemed, subject as hereinafter provided, to have been borrowed and to be outstanding as borrowed moneys of the relevant member of the Group (but only to the extent that the same would not otherwise fall to be taken into account):-
  - (i) the principal amount of all debentures of any member of the Group which are not for the time being beneficially owned by any member of the Group;
  - (ii) the outstanding amount of acceptances (not being acceptances in respect of the purchase or sale of goods or services in the ordinary course of trading which are outstanding for six months or less) by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group;

- (iii) the nominal amount of any issued and paid up share capital (other than equity share capital) of any subsidiary undertaking of the Company not for the time being beneficially owned by any member of the Group;
  - (iv) the nominal amount of any other issued and paid up share capital and the principal amount of any other debentures or other borrowed moneys (not being shares or debentures which, or borrowed moneys the indebtedness in respect of which, are for the time being beneficially owned within the Group) of any body whether corporate or unincorporate the redemption or repayment whereof is guaranteed by, or is the subject of an indemnity granted by or wholly or (to the extent the same is partly secured) partly secured by, any member of the Group; provided that any amount which falls to be treated as borrowed money under this sub-paragraph (iv) and which has been incurred in connection with the sale of any product or service of any member of the Group or of any other entity in which any member of the Group has an interest shall be reduced by a sum equal to the aggregate of (i) the estimated realisable value of any security available to any member of the Group or other such entity (otherwise than from any other member of the Group) in respect of such amount and (ii) the amount of any insurance cover available to any such member or other such entity in respect of such amount. For this purpose the board may act in reliance on a bona fide estimate of the estimated realisable value of any such security or the amount of any such insurance cover but if a certificate by the auditors as to such value or such amount is requested such certificate shall be conclusive evidence of the same;
  - (v) any fixed or minimum premium payable on final redemption or repayment of any debentures, share capital or other borrowed moneys falling to be taken into account;
  - (vi) any fixed amount in respect of any Finance Lease or Hire Purchase Agreement (as those expressions are hereinafter defined) payable by the Company or any of its subsidiary undertakings which would be shown at the material time as an obligation in a balance sheet prepared in accordance with the accounting principles used in the preparation of the latest available audited balance sheet; for this purpose **Finance Lease** means a contract between a lessor and a member of the Group as lessee or sub-lessee where substantially all the risks and rewards of the ownership of the asset leased or sub-leased are to be borne by the lessee or sub-lessee and **Hire Purchase Agreement** means a contract of hire between a hire purchase lender and the Company or a member of the Group as hirer;
- (b) moneys borrowed by any member of the Group for the purposes of repaying or redeeming (with or without premium) in whole or in part any other borrowed moneys falling to be taken into account and intended to be applied for such purpose within six months after the borrowing thereof shall not during such period, except to the extent so applied, themselves fall to be taken into account;
  - (c) any amounts borrowed by any member of the Group for the purpose of financing any contract up to an amount not exceeding those moneys receivable under such contract which are guaranteed or insured by the Export Credits Guarantee Department or other institution or body carrying on a similar business shall be deemed not to be borrowed moneys;
  - (d) moneys borrowed by a subsidiary undertaking of the Company not being a wholly-owned subsidiary undertaking (a **partly owned subsidiary undertaking**) and not owing to another



member of the Group shall be taken into account subject to the exclusion of a proportion thereof equal to the minority proportion of the borrower and moneys borrowed by a member of the Group from and owing to a partly owned subsidiary undertaking shall be taken into account to the extent of a proportion thereof equal to the minority proportion of the lender; for these purposes **minority proportion** shall mean the proportion of the issued equity share capital of the partly owned subsidiary undertaking which is not attributable (directly or indirectly) to the Company or any subsidiary undertaking of the Company;

- (e) moneys borrowed by any member of the Group at the time it becomes a subsidiary undertaking of the Company and for a period of six months thereafter and moneys borrowed remaining secured on any asset acquired by a member of the Group at the time of such acquisition and for a period of six months thereafter shall be deemed not to be borrowed moneys;
- (f) there shall be credited against the amount of any moneys borrowed any amounts beneficially owned by the Company or any of its subsidiary undertakings which are deposited with any bank or other person (whether on current account or otherwise) not being the Company or one of its subsidiary undertakings and which are repayable to the Company or any of its subsidiary undertakings on demand or within three months of any demand, subject, in the case of money deposited by a partly owned subsidiary undertaking, to the exclusion of a proportion thereof equal to the minority proportion (as defined in paragraph (d) above);
- (g) commitments of any member of the Group under hire purchase agreements, operating and other leases (except any lease which constitutes a Finance Lease or Hire Purchase Agreement which would not be shown at the material time as an obligation in a balance sheet prepared in accordance with the accounting principles used in the preparation of the latest available audited balance sheet) shall be deemed not to be borrowed moneys;
- (h) for the avoidance of doubt it is hereby expressly provided that for the purposes of the foregoing limit the following sums shall be deemed not to be borrowed moneys of the Group:-
  - (i) any and all sums retained by any member of the Group (or their agent or nominee) under the terms of any contract or other arrangement relating to the construction of capital projects where the retention is made for the purposes of securing satisfactory completion and entry into service of the project for so long as, and to the extent that, any member of the Group is entitled to retain such sums under the relevant contract or arrangement;
  - (ii) sums advanced or paid to any member of the Group (or their agent or nominee) by customers of any member of the Group as prepayments or progress payments or payments on account or by way of deposit or security in respect of any products or services or under any sales contracts or settlements systems; and
  - (iii) sums which otherwise would fall to be treated as borrowed moneys of any member of the Group which were treated with the concurrence of the auditors and in accordance with any current financial reporting standard or statement of standard accounting practice or other accountancy principle or practice generally accepted for the time being in the United Kingdom in the latest audited balance sheet of the relevant member of the Group on which such consolidation was based as otherwise than borrowed moneys of that member of the Group;

- (i) any guarantee or indemnity given by any member of the Group in respect of any amount or obligation deemed not to be borrowed moneys under any of the provisions of this Article shall be deemed not to be borrowed moneys;
- (j) when the aggregate amount of moneys borrowed at any material time is being ascertained any particular borrowing then outstanding which is denominated or repayable in a currency other than sterling shall be translated for the purposes of calculating the sterling equivalent:-
  - (i) with the exception of Excepted Foreign Currency Borrowings (as hereinafter defined), at the rate of exchange prevailing at the material time in London provided that the moneys comprising such borrowing shall be translated (if thereby such sterling amount would be less) at the option of the board at the rate of exchange prevailing in London six months before such time; for the purposes of this subparagraph the rate of exchange shall be taken as the middle market rate as at the close of business in London on the relevant day or, if such day is not a business day, as supplied by such person or calculated on such basis as the auditors may determine or approve;
  - (ii) in the case of any Excepted Foreign Currency Borrowings, at the rate of exchange which would be applicable to the moneys comprising such borrowing on their repayment to the extent that such rate of exchange is fixed under any Exchange Cover Scheme (as hereinafter defined) in connection with such moneys borrowed provided that where it is not possible to determine the rate of exchange applicable at the time of repayment of any such moneys borrowed they shall be translated into sterling under the terms of the applicable Exchange Cover Scheme on such basis as may be agreed with, or determined by, the auditors, or, if this is agreed by the auditors not to be practicable, in accordance with the provisions of (i) above;

For the purposes of this paragraph (j):-

- (aa) **Excepted Foreign Currency Borrowings** means moneys borrowed denominated or repayable in a currency other than sterling which have the benefit of an Exchange Cover Scheme and **Exchange Cover Scheme** means any exchange cover scheme, forward currency contract, currency option, back to back loan, swap or other arrangement taken out or entered into to reduce the risks associated with fluctuations in exchange rates; and
- (bb) where under the terms of any borrowing the amount of money which would be required to discharge the principal amount of moneys borrowed in full if it fell to be repaid (whether at the option of the company borrowing the same or by reason of default) at such material time is less than the amount which would otherwise be taken into account in respect of such moneys borrowed for the purposes of this Article, the amount of such moneys borrowed to be taken into account shall be such lesser amount;
- (k) no amount shall be taken into account more than once in the same calculation.

#### 104.5 Supplementary

- (a) For the purposes of this Article **audited balance sheet** means the audited balance sheet of the Company prepared for the purposes of the Legislation or, if an audited consolidated balance sheet dealing with the state of affairs of the Company and all its subsidiary undertakings to be dealt with in group accounts has been prepared for those purposes for

the same financial year, that audited consolidated balance sheet, in which event all references to reserves and profit and loss shall be deemed to be references to consolidated reserves and consolidated profit and loss and any amounts attributable to outside interests shall be excluded.

- (b) A certificate or report by the auditors as to the amount of the Adjusted Capital and Reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article.

Nevertheless for the purposes of this Article the board may at any time act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves and if, in consequence, the limit herein before contained is inadvertently exceeded, an amount borrowed equal to the excess may be disregarded until the expiration of three months after the date on which by reason of a determination of the auditors or otherwise the board become aware that such a situation has or may have arisen.

Save as otherwise provided in this Article, the latest audited balance sheet shall be definitive for the purposes of establishing the amount of Adjusted Capital and Reserves.

- (c) If as a result of any change in legislation relating to or affecting taxation matters, any fixed amount payable by the Company or any of its subsidiary undertakings in respect of any Finance Lease (as hereinbefore defined) shall increase and, if in consequence the limit hereinbefore contained is exceeded, an amount of borrowed moneys equal to the excess may be disregarded until the expiration of six months after the date on which the directors become aware that such a situation has arisen.

#### **104.6 Persons dealing with the Company**

No person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or enquire whether the limit imposed by the provisions of this Article is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, been given express notice that the said limit had been or would thereby be exceeded.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

#### **105. Disqualification as a director**

The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provisions of the Legislation or these Articles or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally or shall apply to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act; or
- (c) by reason of his mental health a court makes an order which wholly or partly prevents him from personally exercising any powers or rights he would otherwise have; or

- (d) a registered medical practitioner who is treating him gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- (e) he resigns his office by notice to the Company or he offers his resignation in writing to the board and the board resolves to accept it or, having been appointed for a fixed term, the term expires or his office as a director is vacated pursuant to Article 89; or
- (f) he has been absent for more than six consecutive months without permission of the board from meetings of the board held during that period and his alternate director (if any) has not attended in his place during that period and the board resolves that his office be vacated; or
- (g) if a notice in writing is served upon him, signed by at least 75 per cent of his co-directors for the time being, to the effect that his office as director shall on receipt (or deemed receipt) of such notice ipso facto be vacated, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company. In calculating the number of directors who are required to sign such a notice, (i) an alternate director appointed by him acting in his capacity as such shall be excluded; and (ii) a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that signature by either shall be sufficient; or
- (h) he is removed from office by a resolution of the board passed at a meeting of the board at which every director is present (other than the holder of the office to be vacated) and in respect of which at least 75% of his co-directors have voted in favour. In calculating the number of directors who are required to pass such a resolution, (i) an alternate director appointed by him acting in his capacity as such shall be excluded; and (ii) a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose.

#### **106. Power of Company to remove director**

The Company may, in accordance with and subject to the provisions of the Legislation, by ordinary resolution remove any director from office (notwithstanding any provision of these Articles or of any agreement between the Company and such director, but without prejudice to any claim he may have for damages for breach of any such agreement). Special notice must be given of any resolution to remove a director in accordance with this Article. The Company may, by ordinary resolution, appoint another person in place of a director removed from office in accordance with this Article. Any person so appointed shall, for the purpose of determining the time at which he or any other director is to retire by rotation, be treated as if he had become a director on the day on which the director in whose place he is appointed was last elected a director. In default of such appointment the vacancy arising on the removal of a director from office may be filled as a casual vacancy.

### **REMUNERATION OF NON-EXECUTIVE DIRECTORS**

#### **107. Ordinary remuneration**

Each of the directors, other than those who hold executive office or are employees of the Company or any subsidiary undertaking, shall be paid a fee (which shall accrue from day to day) at such rate as may from time to time be determined by the board, provided that the aggregate of all such fees (excluding amounts payable under any other provision of these Articles) shall not in respect of any

year exceed £500,000 or such other sum as shall be determined by ordinary resolution of the Company.

**108. Additional remuneration for special services**

Any director who does not hold executive office and who serves on any committee of the board, by the request of the board goes or resides abroad for any purpose of the Company or otherwise performs special services which in the opinion of the board are outside the scope of the ordinary duties of a director, may (without prejudice to the provisions of Article 107) be paid such extra remuneration by way of salary, commission or otherwise as the board may determine.

**DIRECTORS' EXPENSES**

**109. Directors may be paid expenses**

The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the board or committees of the board, general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

**EXECUTIVE DIRECTORS**

**110. Appointment to executive office**

Subject to the provisions of the Legislation, the board may appoint one or more of its body to be the holder of any executive office (including, where considered appropriate, the office of chairman, deputy chairman, vice chairman or group chief executive) (except that of auditor) in the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms, including without limitation terms as to remuneration, as the board determines. The board may revoke or vary any such appointment but without prejudice to any rights or claims which the person whose appointment is revoked or varied may have against the Company because of the revocation or variation.

**111. Termination of appointment to executive office**

Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any rights or claims which he may have against the Company by reason of such cessation. A director appointed to an executive office shall not cease to be a director merely because his appointment to such executive office terminates.

**112. Emoluments to be determined by the board**

The emoluments of any director holding executive office for his services as such shall be determined by the board, and may be of any description, including without limitation admission to, or continuance of, membership of any scheme (including any share acquisition scheme) or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants, or the payment of a pension or other benefits to him or his dependants on or after retirement or death, apart from membership of any such scheme or fund.

**DIRECTORS' INTERESTS**

### **113.1 Power of board to authorise conflicts of interest**

- (a) For the purposes of section 175 of the Companies Act 2006, the board may authorise any matter proposed to it in accordance with these Articles which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the Company.
- (b) Any such authorisation will be effective only if:
  - (i) any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
  - (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
- (c) The board may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions it expressly imposes (including (without limitation) any steps or procedures referred to in Article 113.6) but such authorisation is otherwise given to the fullest extent permitted.
- (d) The board may vary or terminate any such authorisation at any time.
- (e) For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

### **113.2 Directors may contract with the Company**

Subject to section 177(5) and section 177(6) of the Companies Act 2006, provided that he has disclosed to the board the nature and extent of his interest, a director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (c) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.

### **113.3 Director not accountable for remuneration or benefit derived**

A director shall not, by reason of his office, be accountable to the Company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:

- (a) the acceptance, entry into or existence of which has been approved by the board pursuant to Article 113.1 (subject, in any such case, to any limits or conditions to which such approval was subject); or

- (b) which he is permitted to hold or enter into by virtue of paragraphs (a), (b) or (c) of Article 113.2 above;

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006. No such transaction or arrangement so approved or so permitted shall be liable to be avoided on the ground of any such interest or benefit.

#### **113.4 Notification of interests**

Any disclosure required by Article 113.2 may be made at a meeting of the board, by notice in writing in accordance with section 184 of the Companies Act 2006 or by general notice in accordance with section 185 of the Companies Act 2006.

#### **113.5 Confidential information**

A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the board pursuant to Article 113.1. In particular, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 because he fails:

- (a) to disclose any such information to the board or to any director or other officer or employee of the Company; and/or
- (b) to use or apply any such information in performing his duties as a director of the Company.

#### **113.6 Managing conflicts and compliance with procedures**

Where the existence of a director's relationship with another person has been authorised by the board pursuant to Article 113.1 and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the director may, and shall if so requested by the board (whether at the time of the giving of the authorisation or subsequently), take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest or possible conflict of interest, including compliance with any procedures laid down from time to time by the board for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the board for the purpose of or in connection with the situation or matter in question, including without limitation:

- (a) absenting himself from meetings of the board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
- (b) not receiving or reviewing, and/or making arrangements not to receive or review, documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or making arrangements for such documents and information to be received and reviewed by a professional adviser; and/or
- (c) (without prejudice to the general obligations of confidentiality) the application to the director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the situation or matter in question.

A director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 inclusive because he takes such additional steps or complies with any such procedures, including without limitation those mentioned in paragraphs (a) and (b) above for so long as he reasonably believes such conflict of interest or possible conflict of interest subsists.

#### **113.7 Articles 113.5 and 113.6 without prejudice to equitable principle or rule of law**

The provisions of Articles 113.5 and 113.6 are without prejudice to any equitable principle or rule of law which may excuse the director from:

- (a) disclosing information, in circumstances where disclosure would otherwise be required under these Articles; or
- (b) attending meetings or discussions or receiving documents and information as referred to in Article 113.6, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles.

#### **113.8 Declaration of interests in proposed or existing transactions or arrangements with the Company**

The following provisions apply in relation to a director's interest in proposed or existing transactions or arrangements with the Company:

- (a) a director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement;
- (b) a director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable, unless the interest has already been declared under Article 113.8(a) above;
- (c) any declaration required by Articles 113.8(a) or (b) must be made at a meeting of the board, by notice in writing in accordance with section 184 of the Companies Act 2006 or by general notice in accordance with section 185 of the Companies Act 2006;
- (d) if a declaration made under Articles 113.8(a) or (b) proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under Articles 113.8(a) or (b), as appropriate;
- (e) a director need not declare an interest under this Article 113.8:
  - (i) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (ii) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware);
  - (iii) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the board or by a committee of the board appointed for the purpose under these Articles; or



- (iv) if the director is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a director is treated as being aware of matters of which he or she ought reasonably to be aware).

### **113.9 Ratification by Company**

Subject to the Legislation, the Company may by ordinary resolution ratify any contract, transaction or arrangement not properly authorised by reason of a contravention of any of the provisions of this Article 113 or Article 123.

## **GRATUITIES, PENSIONS AND INSURANCE**

### **114.1 Gratuities and pensions**

The board may (by establishment of, or maintenance of, schemes or otherwise) provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any past or present director or employee of the Company or any of its subsidiary undertakings or any body corporate associated with, or any business acquired by, any of them, and for any member of his family (including a spouse, a civil partner, a former spouse and a former civil partner) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

### **114.2 Insurance**

Without prejudice to the provisions of Article 156, the board may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was:

- (a) a director, officer or employee of the Company, or any body which is or was the holding company or subsidiary undertaking of the Company, or in which the Company or such holding company or subsidiary undertaking has or had any interest (whether direct or indirect) or with which the Company or such holding company or subsidiary undertaking is or was in any way allied or associated; or
- (b) a trustee of any pension fund in which employees of the Company or any other body referred to in Article 114.2(a) is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

### **114.3 Directors not liable to account**

No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this Article. The receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

### **115. Section 247 of the Companies Act 2006**

Pursuant to section 247 of the Companies Act 2006, the board is hereby authorised to make such provision as may seem appropriate for the benefit of any persons employed or formerly employed by the Company or any of its subsidiary undertakings in connection with the cessation or the transfer of

the whole or part of the undertaking of the Company or any subsidiary undertaking. Any such provision shall be made by a resolution of the board in accordance with section 247 of the Companies Act 2006.

## **PROCEEDINGS OF THE BOARD**

### **116.1 Convening meetings**

Subject to the provisions of these Articles, the board may regulate its proceedings as it thinks fit. A director may, and the secretary at the request of a director shall, call a meeting of the board. Notice of a board meeting shall be deemed to be given to a director if it is given to him personally or by word of mouth or sent in hard copy form to him, at his last known address or such other address (if any) as may for the time being be notified by him or on his behalf to the Company for that purpose, or sent in electronic form to such address (if any) for the time being notified by him or on his behalf to the Company for that purpose. Any director may waive notice of a meeting and any such waiver may be retrospective. Failure to give notice of a board meeting to a director shall not invalidate the proceedings at that meeting, provided that reasonable efforts are made to give notice to all directors entitled to receive notice.

### **116.2 Notice provisions for directors absent from the United Kingdom**

A director absent or intending to be absent from the United Kingdom may request the board that notices of board meetings shall during his absence be sent in hard copy form or in electronic form to him at such address (if any) for the time being notified by him or on his behalf to the Company for that purpose, but such notices need not be sent any earlier than notices sent to directors not so absent and, if no such request is made to the board, it shall not be necessary to send notice of a board meeting to any director who is for the time being absent from the United Kingdom. No account is to be taken of directors absent from the United Kingdom when considering the adequacy of the period of notice of the meeting, provided that where such directors are available at an address provided in accordance with this Article or otherwise, arrangements, to the extent reasonably practicable, have been made for them to participate in the meeting pursuant to Article 122 or otherwise in accordance with these Articles. Any notice pursuant to this Article need not be in writing if the board so determines and any such determination may be retrospective.

### **117.1 Quorum**

The quorum for the transaction of the business of the board may be fixed by the board and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. Any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no director objects.

### **117.2 Voting**

Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

### **118. Powers of directors if number falls below minimum**

The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may (apart from the circumstances referred to in Articles 86.1 to 86.3) act only for the purpose of filling vacancies or of calling a general meeting.

**119. Chairman and deputy chairman**

The board may from time to time appoint from their number a chairman, and one or more deputy chairmen, of the board. The board may determine the period for which such directors are respectively to hold office and, notwithstanding such determination, may from time to time remove any such director from such office. Unless he is unwilling to do so, the director appointed as chairman, or in his stead a director appointed as deputy chairman, shall preside at every meeting of the board at which he is present. If there is no director holding either of those offices, or if neither the chairman nor a deputy chairman is willing to preside or neither of them is present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

If at any time there is more than one deputy chairman the right in the absence of the chairman to preside at a meeting of the board shall be determined as between the deputy chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the directors.

**120. Validity of acts of the board**

All acts done by a meeting of the board, or of a committee of the board, or by a person acting as a director or alternate director, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or any member of the committee or alternate director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or, as the case may be, a member of the committee or, as the case may be, an alternate director and had been entitled to vote.

**121. Resolutions in writing**

A resolution in writing agreed to by all the directors entitled to receive notice of and vote at a meeting of the board or of a committee of the board (not being less than the number of directors required to form a quorum of the board) shall be as valid and effectual as if it had been passed at a meeting of the board or (as the case may be) a committee of the board duly convened and held. For this purpose:

- (a) a director signifies his agreement to a proposed written resolution when the Company receives from him a document indicating his agreement to the resolution authenticated in the manner permitted by the Legislation for a document in the relevant form;
- (b) the director may send the document in hard copy form or in electronic form to such address (if any) for the time being specified by the Company for that purpose;
- (c) if an alternate director signifies his agreement to the proposed written resolution, his appointor need not also signify his agreement; and
- (d) if a director signifies his agreement to the proposed written resolution, an alternate director appointed by him need not also signify his agreement in that capacity.

**122. Meetings by telephone, etc.**

Without prejudice to the first sentence of Article 116.1, a person entitled to be present at a meeting of the board or of a committee of the board shall be deemed to be present for all purposes if he is able (directly or by telephonic or other communication equipment) to speak to and be heard by all

those present or deemed to be present simultaneously. A director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where it is convened to be held or (if no director is present in that place) where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is. The word **meeting** in these Articles shall be construed accordingly.

### **123.1 Directors' power to vote on contracts in which they are interested**

Subject to the provisions of the Legislation and except as otherwise provided by these Articles, and whether or not the interest is one which is authorised pursuant to Article 113.1 or is one which he is permitted to hold or enter into by virtue of Article 113.2, a director shall not be entitled to vote at a meeting of the board or a committee of the board on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) is interested. Any vote of a director in respect of a matter where he is not entitled to vote shall be disregarded.

### **123.2 Director does not count in quorum if he is not entitled to vote**

A director shall not be counted in the quorum for a meeting of the board or a committee of the board in relation to any resolution on which he is not entitled to vote.

### **123.3 Matters in respect of which a director can vote**

Subject to the provisions of the Legislation, a director shall (in the absence of some other interest than is set out below) be entitled to vote, and be counted in the quorum, in respect of any resolution concerning any contract, transaction or arrangement, or any other proposal:

- (a) in which he has an interest of which he is not aware;
- (b) in which he has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;
- (c) in which he has an interest only by virtue of interests in shares, debentures or other securities of the Company, or by reason of any other interest in or through the Company;
- (d) which involves the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of, or for the benefit of, the Company or any of its subsidiary undertakings;
- (e) which involves the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which the director has assumed responsibility (in whole or part and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security;
- (f) concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings (i) in which offer he is or may be entitled to participate as a holder of securities; or (ii) in the underwriting or sub-underwriting of which he is to participate;
- (g) concerning any other body corporate in which he or any person connected with him is interested, directly or indirectly, and whether as an officer, shareholder, creditor or otherwise, if he and any persons connected with him do not to his knowledge hold an interest (as that term is used in Part 22 of the Companies Act 2006) representing one per

cent. or more of either any class of the equity share capital of such body corporate (or any other body corporate through which his interest is derived) or of the voting rights available to members of the relevant body corporate;

- (h) relating to an arrangement for the benefit of the employees or former employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees or former employees to whom such arrangement relates;
- (i) concerning the purchase or maintenance by the Company of insurance for any liability for the benefit of directors or for the benefit of persons who include directors;
- (j) concerning the giving of indemnities in favour of directors;
- (k) concerning the funding of expenditure by any director or directors on (i) defending criminal, civil or regulatory proceedings or actions against him or them; (ii) in connection with an application to the court for relief; or (iii) defending him or them in any regulatory investigations;
- (l) concerning the doing of anything to enable any director or directors to avoid incurring expenditure as described in paragraph (k) above; and
- (m) in respect of which his interest, or the interest of directors generally, has been authorised by ordinary resolution.

#### **123.4 Interests of connected person and alternate director**

For the purposes of this Article, an interest of a person who is connected with a director shall be treated as an interest of the director and section 252 of the Companies Act 2006 shall determine whether a person is connected with a director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

#### **123.5 Suspension of provisions prohibiting directors from voting**

The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of the board or of a committee of the board.

#### **124. Division of proposals**

A director shall not vote or be counted in the quorum in relation to any resolution concerning his own appointment (including without limitation fixing or varying the terms of his appointment or the termination thereof) to any office or employment with the Company or any body corporate in which the Company is interested. Where proposals are under consideration concerning the appointment (including without limitation fixing or varying the terms of appointment) of two or more directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately. In such cases each of the directors concerned (if not prevented from voting under Article 123.3(g) or otherwise prevented from voting) shall be entitled to vote (and to count in the quorum) in respect of each resolution except that concerning his own appointment.

#### **125. Decision of chairman final and conclusive**

If a question arises at a meeting of the board or of a committee of the board as to the entitlement of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive except in a case where the nature or extent of the interests of the director concerned have not been fairly disclosed. If any such question arises in respect of the chairman of the meeting, it shall be decided by resolution of the board (on which the chairman shall not vote) and such resolution will be final and conclusive except in a case where the nature and extent of the interests of the chairman have not been fairly disclosed.

## **SECRETARY**

### **126. Appointment and removal of secretary**

Subject to the provisions of the Legislation, the secretary shall be appointed by the board for such term, at such remuneration and on such conditions as it may think fit. Any secretary so appointed may be removed by the board, but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

## **MINUTES**

### **127.1 Minutes required to be kept**

The board shall cause minutes to be recorded for the purpose of:

- (a) all appointments of officers made by the board; and
- (b) all proceedings at meetings of the Company, the holders of any class of shares in the capital of the Company, the board and committees of the board, including the names of the directors present at each such meeting.

Minutes shall be retained for at least 10 years from the date of the appointment or meeting and shall be kept available for inspection in accordance with the Companies Acts.

### **127.2 Conclusiveness of minutes**

Any such minutes, if purporting to be signed by the chairman of the meeting to which they relate or of the meeting at which they are read, shall be sufficient evidence of the proceedings at the meeting without any further proof of the facts stated in them.

## **THE SEAL**

### **128. Authority required for execution of deed**

The seal shall only be used by the authority of a resolution of the board or of a committee of the board. The board or a committee of the board may determine who shall sign any instrument executed under the seal. If they do not, it shall be signed by at least one director and the secretary or by at least two directors or by a director in the presence of a witness who attests his signature. Any document may be executed under the seal by impressing the seal by mechanical means or by printing the seal or a facsimile of it on the document or by applying the seal or a facsimile of it by any other means to the document. A document signed, with the authority of a resolution of the board or of a committee of the board, by a director and the secretary or by two directors or by a director in the presence of a witness who attests his signature and expressed (in whatever form of words) to be

executed by the Company has the same effect as if executed under the seal. For the purpose of the preceding sentence only, “secretary” shall have the same meaning as in the Companies Acts and not the meaning given to it by Article 2.

**129. Certificates for shares and debentures**

The board or a committee of the board may by resolution determine either generally or in any particular case that any certificate for shares or debentures or representing any other form of security may have any signature affixed to it by some mechanical or electronic means, or printed on it or, in the case of a certificate executed under the seal, need not bear any signature.

**130. Official seal for use abroad**

The Company may exercise the powers conferred by section 49 of the Companies Act 2006 with regard to having an official seal for use abroad.

**REGISTERS**

**131. Overseas and local registers**

Subject to the provisions of the Legislation and the Regulations, the Company may keep an overseas or local or other register in any place, and the board may make, amend and revoke any regulations it thinks fit about the keeping of that register.

**AUTHENTICATION AND CERTIFICATION OF DOCUMENTS**

**132. Authentication and certification by a director, secretary or other person**

Any director or the secretary or any other person appointed by the board for the purpose shall have power to authenticate and certify as true copies of and extracts from:

- (a) any document comprising or affecting the constitution of the Company, whether in physical form or electronic form;
- (b) any resolution passed by the Company, the holders of any class of shares in the capital of the Company, the board or any committee of the board, whether in physical form or electronic form; and
- (c) any book, record and document (including without limitation the accounts) relating to the business of the Company, whether in physical form or electronic form (and where any book, record, document (or accounts) are elsewhere than at the office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the board as aforesaid).

If certified in this way, a document purporting to be a copy of a resolution, or the minutes or an extract from the minutes of a meeting of the Company, the holders of any class of shares in the capital of the Company, the board or a committee of the board, whether in physical form or electronic form, shall be conclusive evidence in favour of all persons dealing with the Company in reliance on it or them that the resolution was duly passed or that the minutes are, or the extract from the minutes is, a true and accurate record of proceedings at a duly constituted meeting.

**DIVIDENDS**

### **133. Declaration of dividends**

Subject to the provisions of the Legislation, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the board.

### **134. Interim dividends**

Subject to the provisions of the Legislation, the board may pay interim dividends if it appears to the board that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the board may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The board may also pay at intervals settled by it any dividend payable at a fixed rate if it appears to the board that the profits available for distribution justify the payment. If the board acts in good faith it shall 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 any shares having deferred or non-preferred rights.

### **135. Apportionment of dividends**

Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid; but no amount paid on a share in advance of the date on which a call is payable shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is allotted or issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

### **136. Dividends in specie**

A general meeting declaring a dividend may, on the recommendation of the board, by ordinary resolution direct that it shall be satisfied wholly or partly by the distribution of assets, including without limitation paid up shares or debentures of another body corporate. The board may make any arrangements it thinks fit to settle any difficulty arising in connection with the distribution, including without limitation (a) the fixing of the value for distribution of any assets, (b) the payment of cash to any member on the basis of that value in order to adjust the rights of members, and (c) the vesting of any asset in a trustee.

#### **137.1 Scrip dividends: authorising resolution**

The board may, if authorised by an ordinary resolution of the Company (the **Resolution**), offer any holder of shares the right to elect to receive shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the board) of all or any dividend specified by the Resolution. The offer shall be on the terms and conditions and be made in the manner specified in Article 137.2 or, subject to those provisions, specified in the Resolution.

#### **137.2 Scrip dividends: procedures**

The following provisions shall apply to the Resolution and any offer made pursuant to it and Article 137.1.



- (a) the Resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period;
- (b) each holder of shares shall be entitled to that number of new shares as are together as nearly as possible equal in value to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forgo (each a **new share**). For this purpose, the value of each new share shall be:
  - (i) equal to the average quotation for the Company's ordinary shares, that is, the average of the middle market quotations for those shares on the London Stock Exchange, as derived from the Daily Official List, on the day on which such shares are first quoted *ex* the relevant dividend and the four subsequent dealing days; or
  - (ii) calculated in any other manner specified by the Resolution,but shall never be less than the par value of the new share.

A certificate or report by the auditors as to the value of a new share in respect of any dividend shall be conclusive evidence of that value;

- (c) on or as soon as practicable after announcing that any dividend is to be declared or recommended, the board, if it intends to offer an election in respect of that dividend, shall also announce that intention. If, after determining the basis of allotment, the board decides to proceed with the offer, it shall notify the holders of shares of the terms and conditions of the right of election offered to them, specifying the procedure to be followed and place at which, and the latest time by which, elections or notices amending or terminating existing elections must be received in order to be effective;
- (d) the board shall not proceed with any election unless the Company has sufficient reserves or funds that may be appropriated, and the board has authority to allot sufficient shares, to give effect to it after the basis of allotment is determined;
- (e) the board may exclude from any offer any holders of shares where the board believes the making of the offer to them would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them;
- (f) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable in cash on shares in respect of which an election has been made (the **electd shares**) and instead such number of new shares shall be allotted to each holder of elected shares as is arrived at on the basis stated in Article 137.2(b). For that purpose the board shall appropriate out of any amount for the time being standing to the credit of any reserve or fund (including without limitation the profit and loss account), whether or not it is available for distribution, a sum equal to the aggregate nominal amount of the new shares to be allotted and apply it in paying up in full the appropriate number of new shares for allotment and distribution to each holder of elected shares as is arrived at on the basis stated in Article 137.2(b);
- (g) the new shares when allotted shall rank equally in all respects with the fully paid shares of the same class then in issue except that they shall not be entitled to participate in the relevant dividend;
- (h) no fraction of a share shall be allotted. The board may make such provision as it thinks fit for any fractional entitlements including without limitation payment in cash to holders in respect

of their fractional entitlements, provision for the accrual, retention or accumulation of all or part of the benefit of fractional entitlements to or by the Company or to or by or on behalf of any holder or the application of any accrual, retention or accumulation to the allotment of fully paid shares to any holder;

- (i) the board may do all acts and things it considers necessary or expedient to give effect to the allotment and issue of any share pursuant to this Article or otherwise in connection with any offer made pursuant to this Article and may authorise any person, acting on behalf of the holders concerned, to enter into an agreement with the Company providing for such allotment or issue and incidental matters. Any agreement made under such authority shall be effective and binding on all concerned; and
- (j) the board may, at its discretion, amend, suspend or terminate any offer pursuant to this Article.

### **138. Permitted deductions and retentions**

The board may deduct from any dividend or other moneys payable to any member in respect of a share any moneys presently payable by him to the Company in respect of that share. Where a person is entitled by transmission to a share, the board may retain any dividend payable in respect of that share until that person (or that person's transferee) becomes the holder of that share.

#### **139.1 Procedure for payment to holders and others entitled**

Any dividend or other moneys payable in respect of a share may be paid:

- (a) in cash; or
- (b) by cheque or warrant made payable to or to the order of the holder or person entitled to payment; or
- (c) by any direct debit, bank or other funds transfer system to the holder or person entitled to payment or, if practicable, to a person designated by notice to the Company by the holder or person entitled to payment; or
- (d) by any other method approved by the board and agreed (in such form as the Company thinks appropriate) by the holder or person entitled to payment including (without limitation) in respect of an uncertificated share by means of the relevant system (subject to the facilities and requirements of the relevant system).

#### **139.2 Joint entitlement**

If two or more persons are registered as joint holders of any share, or are entitled by transmission jointly to a share, the Company may:

- (a) pay any dividend or other moneys payable in respect of the share to any one of them and any one of them may give effectual receipt for that payment; and
- (b) for the purpose of Article 139.1, rely in relation to the share on the written direction, designation or agreement of, or notice to the Company by, any one of them.

#### **139.3 Payment by post**

A cheque or warrant may be sent by post:

- (a) where a share is held by a sole holder, to the registered address of the holder of the share; or
- (b) if two or more persons are the holders, to the registered address of the person who is first named in the register; or
- (c) if a person is entitled by transmission to the share, as if it were a notice to be sent under Article 148; or
- (d) in any case, to such person and to such address as the person entitled to payment may direct by notice to the Company.

#### **139.4 Discharge to Company and risk**

Payment of a cheque or warrant by the bank on which it was drawn or the transfer of funds by the bank instructed to make the transfer or, in respect of an uncertificated share, the making of payment in accordance with the facilities and requirements of the relevant system (which, if the relevant system is CREST, may include the creation of an assured payment obligation in respect of the dividend or other moneys payable in favour of the settlement bank of the member or other person concerned) shall be a good discharge to the Company. Every cheque or warrant sent in accordance with these Articles shall be at the risk of the holder or person entitled. The Company shall have no responsibility for any sums lost or delayed in the course of payment by any other method used by the Company in accordance with Article 139.1.

#### **139.5 Payments in foreign currency**

Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the board may determine, using such exchange rate for currency conversions as the board may select.

#### **140. Interest not payable**

No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.

#### **141. Unclaimed dividends**

Any dividend which has remained unclaimed for 12 years from the date when it became due for payment shall, if the board so resolves, be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend or other moneys payable in respect of a share may (but need not) be paid by the Company into an account separate from the Company's own account. Such payment shall not constitute the Company a trustee in respect of it. The Company shall be entitled to cease sending dividend warrants and cheques by post or otherwise to a member (or to use any other method of payment) if those instruments have been returned undelivered to, or left uncashed by, that member (or that other method of payment has failed) on at least two consecutive occasions, or, following one such occasion, reasonable enquiries have failed to establish the member's new address. The entitlement conferred on the Company by this Article in respect of any member shall cease if the member claims a dividend or cashes a dividend warrant or cheque.

### **CAPITALISATION OF PROFITS AND RESERVES**

## **142. Power to capitalise**

The board may with the authority of an ordinary resolution of the Company:

- (a) subject to the provisions of this Article, resolve to capitalise any undistributed profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or other fund, including without limitation the Company's share premium account and capital redemption reserve, if any;
- (b) appropriate the sum resolved to be capitalised to the members or any class of members on the record date specified in the relevant resolution who would have been entitled to it if it were distributed by way of dividend and in the same proportions;
- (c) apply that sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full shares, debentures or other obligations of the Company of a nominal amount equal to that sum but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up shares to be allotted to members credited as fully paid;
- (d) allot the shares, debentures or other obligations credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other;
- (e) where shares or debentures become, or would otherwise become, distributable under this Article in fractions, make such provision as they think fit for any fractional entitlements including without limitation authorising their sale and transfer to any person, resolving that the distribution be made as nearly as practicable in the correct proportion but not exactly so, ignoring fractions altogether or resolving that cash payments be made to any members in order to adjust the rights of all parties;
- (f) authorise any person to enter into an agreement with the Company on behalf of all the members concerned providing for either:
  - (i) the allotment to the members respectively, credited as fully paid, of any shares, debentures or other obligations to which they are entitled on the capitalisation; or
  - (ii) the payment up by the Company on behalf of the members of the amounts, or any part of the amounts, remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,and any agreement made under that authority shall be binding on all such members; and
- (g) generally do all acts and things required to give effect to the ordinary resolution.

## **RECORD DATES**

### **143. Record dates for dividends, etc**

Notwithstanding any other provision of these Articles, the Company or the board may fix any date as the record date for any dividend, distribution, allotment or issue, which may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made. Where such a record date is fixed, references in these Articles to a holder of shares or

member to whom a dividend is to be paid or a distribution, allotment or issue is to be made shall be construed accordingly.

## **ACCOUNTS**

### **144. Rights to inspect records**

No member shall (as such) have any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the board or by ordinary resolution of the Company or order of a court of competent jurisdiction.

### **145.1 Delivery of annual accounts**

A copy of the Company's annual accounts, together with a copy of the directors' report for that financial year and the auditors' report on those accounts shall, at least 21 clear days before the date of the meeting at which copies of those documents are to be laid in accordance with the provisions of the Legislation, be sent to every member and to every holder of the Company's debentures of whose address the Company is aware, and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Legislation or of these Articles or, in the case of joint holders of any share or debenture, to one of the joint holders.

### **145.2 Summary financial statements**

The requirements of Article 145.1 shall be deemed satisfied in relation to any person by sending to the person, where permitted by the Legislation and instead of such copies, a summary financial statement derived from the Company's annual accounts and the directors' report, which shall be in the form and containing the information prescribed by the Legislation and any regulations made under the Legislation.

## **NOTICES**

### **146. When notice required to be in writing**

Any notice to be sent to or by any person pursuant to these Articles (other than a notice calling a meeting of the board) shall be in writing.

### **147.1 Methods of Company sending notice**

Subject to Article 146 and unless otherwise provided by these Articles, the Company shall send or supply a document or information that is required or authorised to be sent or supplied to a member or any other person by the Company by a provision of the Companies Acts or pursuant to these Articles or to any other rules or regulations to which the Company may be subject in such form and by such means (including, without limitation, in hard copy, by electronic means or by making such document or information available on a website) as it may in its absolute discretion determine provided that the provisions of the Companies Act 2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts shall, the necessary changes having been made, also apply to sending or supplying any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject.

### **147.2 Communications by the Company in hard copy form**

(a) A document or information sent or supplied by the Company in hard copy form must be:

- (i) handed to the intended recipient; or
- (ii) sent or supplied by hand or by post (in a pre-paid envelope):
  - (A) to an address specified for the purpose by the intended recipient;
  - (B) to a company at its registered office;
  - (C) to a person in his capacity as a member, at his address as shown in the register;
  - (D) to a person in his capacity as a director, at his address as shown in the register of directors; or
  - (E) to an address to which any provision of the Companies Acts authorises the document or information to be sent or supplied.
- (b) Where the Company is unable to obtain any address falling within paragraph (a) above, the document or information may be sent or supplied to the intended recipient's last address known to the Company.

#### **147.3 Communications by the Company in electronic form**

- (a) A document or information may only be sent or supplied by the Company in electronic form:
  - (i) to a person who has agreed (generally or specifically) that the document or information may be sent or supplied in that form (and not revoked that agreement); or
  - (ii) to a company that is deemed to have so agreed by a provision in the Companies Acts.
- (b) Where the document or information is sent or supplied by electronic means, it may only be sent or supplied to an address:
  - (i) specified for the purpose by the intended recipient (generally or specifically); or
  - (ii) where the intended recipient is a company, deemed by a provision of the Companies Acts to have been so specified.
- (c) Where the document or information is sent or supplied in electronic form by hand or by post, it must be:
  - (i) handed to the intended recipient; or
  - (ii) sent or supplied to an address to which it could validly be sent if it were in hard copy form in accordance with Article 147.2.

#### **147.4 Communications by the Company by means of a website**

- (a) A document or information may only be sent or supplied by the Company to a person by being made available on a website if the person:

- (i) has agreed (generally or specifically) that the document or information may be sent or supplied to him in that manner; or
  - (ii) is taken to have so agreed in accordance with the Companies Acts,and has not revoked that agreement.
- (b) A document or information authorised or required to be sent or supplied by means of a website must be made available in a form, and by a means, that the Company reasonably considers will enable the recipient to read it (and see any images contained in it) with the naked eye and to retain a copy of it.
- (c) The Company must notify the intended recipient of:
  - (i) the presence of the document or information on the website;
  - (ii) the address of the website;
  - (iii) the place on the website where it may be accessed; and
  - (iv) how to access the document or information.
- (d) The Company must make the document or information available on the website throughout:
  - (i) the period specified by any applicable provision of the Companies Acts; or
  - (ii) if no such period is specified, the period of 28 days beginning with the date on which the notification required by paragraph (c) is sent to the person in question.

A failure to make a document or information available on a website throughout the period mentioned in this paragraph (d) shall be disregarded if (1) it is made available on the website for part of that period and (2) the failure to make it available throughout that period is wholly attributable to circumstances that it would not be reasonable to have expected the Company to prevent or avoid.

#### **147.5 Communications by other means**

A document or information that is sent or supplied by the Company otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the intended recipient.

#### **147.6 Methods of members etc. sending notice**

Subject to Article 146 and unless otherwise provided by these Articles, a member or a person entitled by transmission to a share shall send a document or information pursuant to these Articles to the Company in such form and by such means as it may in its absolute discretion determine provided that:

- (a) the determined form and means are permitted by the Companies Acts for the purpose of sending or supplying a document or information of that type to a company pursuant to a provision of the Companies Acts; and

- (b) unless the board otherwise permits, any applicable condition or limitation specified in the Companies Acts, including without limitation as to the address to which the document or information may be sent, is satisfied.

Unless otherwise provided by these Articles or required by the board, such document or information shall be authenticated in the manner specified by the Companies Acts for authentication of a document or information sent in the relevant form. The Company may designate mechanisms for validating any such document or information and any such document or information not validated by the use of any such mechanisms shall be deemed as having not been received by the Company.

#### **147.7 Notice to joint holders**

In the case of joint holders of a share any document or information shall be sent to the joint holder whose name stands first in the register in respect of the joint holding and any document or information so sent shall be deemed for all purposes sent to all the joint holders. Anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the register in respect of the share. The provisions of this Article 147.7 shall have effect in place of the provisions in the Companies Act 2006 regarding joint holders of shares.

#### **147.8 Registered address outside the United Kingdom**

A member whose registered address is not within the United Kingdom and who sends to the Company an address within the United Kingdom at which a document or information may be sent to him shall be entitled to have the document or information sent to him at that address (provided that, in the case of a document or information sent by electronic means, including without limitation any notification required by the Legislation that the document or information is available on a website, the Company so agrees, which agreement the Company shall be entitled to withhold in its absolute discretion including, without limitation, in circumstances in which the Company considers that the sending of the document or information to such address using electronic means would or might infringe the laws of any other jurisdiction) but otherwise:

- (a) no such member shall be entitled to receive any document or information from the Company; and
- (b) without prejudice to the generality of the foregoing, any notice of a general meeting of the Company which is in fact sent or purports to be sent to such member shall be ignored for the purpose of determining the validity of the proceedings at such general meeting.

#### **147.9 Deemed receipt of notice**

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 capital of the Company shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called.

#### **147.10 Terms and conditions for electronic communications**

The board may from time to time issue, endorse or adopt terms and conditions relating to the sending of notices, other documents and proxy appointments by the Company in electronic form to members or persons entitled by transmission and by members or persons entitled by transmission to the Company.



#### **148. Notice to persons entitled by transmission**

A document or information may be sent or supplied by the Company to the person or persons entitled by transmission to a share by sending it in any manner the Company may choose, as authorised by these Articles, for the sending of a document or information to a member, addressed to them by name, or by the title of representative of the deceased, or trustee of the bankrupt or by any similar description at the address (if any) in the United Kingdom as may be supplied for that purpose by or on behalf of the person or persons claiming to be so entitled. Until such an address has been supplied, a document or information may be sent in any manner in which it might have been sent if the death or bankruptcy or other event giving rise to the transmission had not occurred.

#### **149. Transferees etc. bound by prior notice**

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, has been sent to a person from whom he derives his title, provided that no person who becomes entitled by transmission to a share shall be bound by any direction notice sent under Article 71.1 to a person from whom he derives his title.

#### **150.1 Proof of sending/when notices etc. deemed sent by post**

Proof that a document or information was properly addressed, prepaid and posted shall be conclusive evidence that the document or information was sent. Proof that a document or information sent or supplied by electronic means was properly addressed shall be conclusive evidence that the document or information was sent or supplied. A document or information sent by the Company to a member by post shall be deemed to have been received:

- (a) if sent by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom, or by a postal service similar to first class post or special delivery post from an address in another country to another address in that other country, on the day following that on which the document or information was posted;
- (b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside that country (including without limitation an address in the United Kingdom), on the third day following that on which the document or information was posted;
- (c) in any other case (including, without limitation, where second class post is used), on the second day following that on which the document or information was posted.

#### **150.2 When notices etc. deemed sent by electronic communication**

A document or information sent or supplied by the Company to a member in electronic form shall be deemed to have been received by the member on the day following that on which the document or information was sent to the member. Such a document or information shall be deemed received by the member on that day notwithstanding that the Company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the Company subsequently sends a hard copy of such document or information by post to the member. In proving such receipt it shall be sufficient to show that such document or information was properly addressed.

#### **150.3 When notices etc. deemed sent by website**

A document or information sent or supplied by the Company to a member by means of a website shall be deemed to have been received by the member:

- (a) when the document or information was first made available on the website; or
- (b) if later, when the member is deemed by Article 150.1 or 150.2 to have received notice of the fact that the document or information was available on the website.

Such a document or information shall be deemed received by the member on that day notwithstanding that the Company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the Company subsequently sends a hard copy of such document or information by post to the member.

#### **150.4 When notices etc deemed sent by means of a relevant system**

A document or information sent or supplied by the Company by means of a relevant system shall be deemed to have been received on the day following that on which the Company or any sponsoring system-participant acting on behalf of the Company sends the issuer-instruction relating to the document or information.

#### **151.1 Notice during disruption of services**

Subject to the Legislation, if at any time the Company is unable effectively to convene a general meeting by notices sent through the post in the United Kingdom, by electronic means or by making it available on a website, as a result of the suspension or curtailment of postal services in the United Kingdom or of the relevant communication system in the United Kingdom, notice of general meeting may be sufficiently given to the members affected by advertisement in the United Kingdom. Any notice given by advertisement for the purpose of this Article shall be advertised in at least one newspaper having a national circulation. If advertised in more than one newspaper, the advertisements shall appear on the same date. Such notice shall be deemed to have been sent to all persons who are entitled to have notice of meetings sent to them on the day when the advertisement appears. In any such case, the Company shall send confirmatory copies of the notice by post or by electronic means to the persons entitled to receive them or, where applicable, notify the affected members of availability on the website, if at least seven days before the meeting the sending or supply of notices by post, by electronic means or by making it available on a website has again become generally possible.

#### **151.2 Power to stop sending documents etc to untraced members**

If three separate documents, notices or information have been sent on consecutive occasions through the post to any member at an address in accordance with Article 147.2 or 147.3(c), whether the documents, notices or information are duplicates of ones originally sent using electronic means that failed to be transmitted electronically or ones that were originally sent by post, and have been returned undelivered, or if, after any one such occasion, the board or any committee authorised by the board on its behalf are of the opinion, after making all reasonable enquiries, that any further documents, notices or information to such member would, if sent as aforesaid, likewise be returned undelivered, such member shall not after that be entitled to receive documents, notices or other information from the Company until he shall have communicated with the Company and supplied in writing to the office a new address as specified in Article 147.2 or, in so far as the Company intends to send or supply any document, notice or information using electronic means and the member has agreed (generally or specifically) to the sending or supply of that document, notice or information by electronic means, an address for that purpose. For the purposes of this Article, references to notices, documents or information include references to a cheque or other instrument of payment;

but (for the avoidance of doubt) nothing in this Article shall entitle the Company to cease sending any cheque or other instrument of payment for any dividend, unless it is otherwise so entitled under these Articles.

## **DESTRUCTION OF DOCUMENTS**

### **152.1 Power of Company to destroy documents**

The Company shall be entitled to destroy:

- (a) all instruments of transfer of shares which have been registered, and all other documents (whether in hard copy or electronic form) on the basis of which any entry is made in the register, at any time after the expiration of six years from the date of registration;
- (b) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address at any time after the expiration of two years from the date of recording;
- (c) all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation;
- (d) all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment;
- (e) all proxy appointments which have been used for the purpose of a poll at any time after the expiration of one year from the date of use; and
- (f) all proxy appointments which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the proxy appointment relates and at which no poll was demanded.

### **152.2 Presumption in relation to destroyed documents**

It shall conclusively be presumed in favour of the Company that:

- (a) every entry in the register purporting to have been made on the basis of an instrument of transfer or other document destroyed in accordance with Article 152.1 was duly and properly made;
- (b) every instrument of transfer destroyed in accordance with Article 152.1 was a valid and effective instrument duly and properly registered;
- (c) every share certificate destroyed in accordance with Article 152.1 was a valid and effective certificate duly and properly cancelled; and
- (d) every other document destroyed in accordance with Article 152.1 was a valid and effective document in accordance with its recorded particulars in the books or records of the Company,

but:

- (e) the provisions of this Article apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties) to which the document might be relevant;

- (f) nothing in this Article shall be construed as imposing on the Company any liability in respect of the destruction of any document earlier than the time specified in Article 152.1 or in any other circumstances which would not attach to the Company in the absence of this Article;
- (g) any document referred to above may, subject to the Legislation, be destroyed before the end of the relevant period so long as a copy of such document (whether made electronically, by microfilm, by digital imaging or by any other means) has been made and is retained until the end of the relevant period; and
- (h) any reference in Article 152 to the destruction of any document includes a reference to its disposal in any manner.

## **UNTRACED SHAREHOLDERS**

### **153.1 Power to dispose of shares of untraced shareholders**

The Company shall be entitled to sell, at the best price reasonably obtainable, the shares of a member or the shares to which a person is entitled by transmission if:

- (a) during the period of 12 years before the date of the publication of the advertisements referred to in Article 153.1(b) (or, if published on different dates, the first date) (the **relevant period**) at least three dividends in respect of the shares in question have been declared and all dividend warrants and cheques or other method of payment which have been sent and payable in the manner authorised by these Articles in respect of the shares in question have remained uncashed or been unsuccessful;
- (b) the Company shall as soon as practicable after expiry of the relevant period have inserted advertisements both in a national daily newspaper and in a newspaper circulating in the area of the last known address of such member or other person giving notice of its intention to sell the shares;
- (c) during the relevant period and the period of three months following the publication of the advertisements referred to in Article 153.1(b) (or, if published on different dates, the first date) the Company has received no indication either of the whereabouts or of the existence of such member or person; and
- (d) if the shares are listed on the London Stock Exchange, notice has been given to the London Stock Exchange of the Company's intention to make such sale before the publication of the advertisements.

The Company shall also be entitled to sell at the best price reasonably obtainable at the time of sale any additional shares in the Company issued either in certificated form or as uncertificated shares during the relevant period in right of any share to which paragraph (a) of this Article applies (or in right of any share so issued), if the criteria in paragraphs (a) to (d) (other than the requirements that they be in issue for 12 years and that at least three dividends in respect of the shares in question have been declared) are satisfied in relation to the additional shares.

### **153.2 Transfer on sale**

To give effect to any sale pursuant to Article 153.1, the board may:

- (a) where the shares are held in certificated form, authorise any person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the buyer; or
- (b) where the shares are held in uncertificated form, do all acts and things it considers necessary or expedient to effect the transfer of the shares to, or in accordance with the directions of, the buyer.

### **153.3 Effectiveness of transfer**

An instrument of transfer executed by that person in accordance with Article 153.2(a) shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. An exercise by the Company of its powers in accordance with Article 153.2(b) shall be as effective as if exercised by the registered holder of or person entitled by transmission to the shares. The transferee shall not be bound to see to the application of the purchase money, and his title to the shares shall not be affected by any irregularity in, or invalidity of, the proceedings in reference to the sale.

### **153.4 Proceeds of sale**

The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled for an amount equal to the proceeds. The Company shall enter the name of such former member or other person in the books of the Company as a creditor for that amount. In relation to the debt, no trust is created and no interest is payable. The Company shall not be required to account for any money earned on the net proceeds of sale, which may be used in the Company's business or invested in such a way as the board from time to time thinks fit.

## **WINDING UP**

### **154. Liquidator may distribute in specie**

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 Insolvency Act 1986:

- (a) 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;
- (b) vest the whole or any part of the assets in trustees for the benefit of the members; and
- (c) determine the scope and terms of those trusts,

but no member shall be compelled to accept any asset on which there is a liability.

### **155. Disposal of assets by liquidator**

The power of sale of a liquidator shall include a power to sell wholly or partially for shares or debentures or other obligations of another body corporate, either then already constituted or about to be constituted for the purpose of carrying out the sale.

## **INDEMNITY**

### **156.1 Indemnity of officers**

To the extent permitted by the Companies Act 2006, every person who is or was a director or other officer of the Company or any associated company (other than any person (whether or not an officer of the Company or any associated company) engaged by the Company or any associated company as auditor) shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise) in relation to the Company or any associated company or their affairs provided that such indemnity shall not apply in respect of any liability incurred by him:

- (a) to the Company or to any associated company; or
- (b) to pay a fine imposed in criminal proceedings; or
- (c) to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising); or
- (d) in defending any criminal proceedings in which he is convicted; or
- (e) in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or
- (f) in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely:
  - (i) section 661(3) or (4) of the Companies Act 2006 (power of court to grant relief in case of acquisition of shares by innocent nominee); or
  - (ii) section 1157 of the Companies Act 2006 (general power of court to grant relief in case of honest and reasonable conduct).

### **156.2 Reference to a conviction, judgment or refusal of relief**

In Article 156.1 (d) (e) or (f) the reference to a conviction, judgment or refusal of relief is a reference to one that has become final. A conviction, judgment or refusal of relief becomes final:

- (a) if not appealed against, at the end of the period for bringing an appeal; or
- (b) if appealed against, at the time when the appeal (or any further appeal) is disposed of.

An appeal is disposed of:

- (i) if it is determined and the period for bringing any further appeal has ended; or
- (ii) if it is abandoned or otherwise ceases to have effect.

### **156.3 Indemnity in relation to trustee of an occupational pension scheme**

To the extent permitted by the Companies Act 2006, every person who is or was a director of the Company or any associated company acting in its capacity as a trustee of an occupational pension scheme shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in connection with the Company's or any associated

company's activities as trustee of the scheme provided that such indemnity shall not apply in respect of any liability incurred by him:

- (a) to pay a fine imposed in criminal proceedings; or
- (b) to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising); or
- (c) in defending criminal proceedings in which he is convicted.

For the purposes of this Article, a reference to a conviction is to the final decision in the proceedings. The provisions of Article 156.2 shall apply in determining when a conviction becomes final.

#### **156.4 Funding directors' defence costs**

Without prejudice to any provisions of this Article 156 or any other provisions of these Articles and to the extent permitted by the Companies Act 2006 and otherwise upon such terms and subject to such conditions as the board may in its absolute discretion think fit, the board shall have the power to make arrangements to provide any person who is or was a director of the Company or any associated company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company or in connection with an application under section 661(3) or (4) of the Companies Act 2006 (power of court to grant relief in case of acquisition of shares by innocent nominee) or section 1157 of the Companies Act 2006 (general power of court to grant relief in case of honest and reasonable conduct) or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company or to enable a director to avoid incurring any such expenditure.

#### **156.5 Power to purchase insurance**

To the extent permitted by the Companies Act 2006, the board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:

- (a) a director, alternate director, secretary, employee, agent or consultant of the Company, or any body which is or was the holding company or subsidiary undertaking of the Company, or in which the Company or such holding company or subsidiary undertaking has or had any interest (whether direct or indirect) or with which the Company or such holding company or subsidiary undertaking is or was in any way allied or associated; or
- (b) trustee of a retirement benefits scheme, employee share scheme or other trust in which a person referred to in sub-paragraph (a) above is or has been interested,

indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.

#### **156.6 Associated company**

For the purposes of this Article 156 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

### **SCHEME OF ARRANGEMENT**

## 157. Scheme of Arrangement

- (a) In this article, references to the **Scheme** are to the Scheme of Arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the Scheme dated 12 April 2018 (as amended or supplemented)) and as approved by the holders of the Scheme Shares at the meeting convened by the Court (as defined in the Scheme) and as may be modified or amended in accordance with its terms, and expressions defined in the Scheme shall have the same meanings in this article.
- (b) Notwithstanding either any other provision of these articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues any ordinary shares (other than to Compagnie Générale des Établissements Michelin SCA (**Michelin**) or its nominee(s)) on or after the adoption of this article and on or before the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme (and shall be Scheme Shares for the purposes of the Scheme) and the original or any subsequent holder or holders of such ordinary shares shall be bound by the Scheme accordingly.
- (c) Notwithstanding any other provision of these articles, if any ordinary shares are issued to any person (other than Michelin or its nominee(s)) (the **New Member**) after the Scheme Record Time, such New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) will, provided the Scheme shall have become effective, be obliged to transfer immediately all the ordinary shares held by the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) (the **Disposal Shares**) to Michelin (or as Michelin may otherwise direct) who shall be obliged to acquire all of the Disposal Shares in consideration of and conditional on the payment by or on behalf of Michelin to the New Member of an amount in cash for each Disposal Share equal to the consideration that the New Member would have been entitled to had each Disposal Share been a Scheme Share.
- (d) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the value of the consideration per Disposal Share to be paid under paragraph (c) above shall be adjusted by the directors in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine to be fair and reasonable to reflect such reorganisation or alteration. References in this article to ordinary shares shall, following such adjustment, be construed accordingly.
- (e) To give effect to any transfer required by this article, the Company may appoint any person as attorney for the New Member to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of Michelin and do all such other things and execute and deliver all such documents as may in the opinion of the attorney be necessary or desirable to vest the Disposal Shares in Michelin and pending such vesting to exercise all such rights to the Disposal Shares as Michelin may direct. If an attorney is so appointed, the New Member shall not thereafter (except to the extent that the attorney fails to act in accordance with the directions of Michelin) be entitled to exercise any rights attaching to the Disposal Shares unless so agreed by Michelin. The Company may give good receipt for the purchase price of the Disposal Shares and may register Michelin as holder of the Disposal Shares and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for any Disposal Shares. Michelin shall send a cheque drawn on a UK clearing bank (or shall procure that such a cheque is sent) in favour of the New Member (or any subsequent holder or any nominee of



such New Member or any such subsequent holder) for the purchase price of such Disposal Shares within 14 days of the date on which the Disposal Shares are issued to the New Member.

- (f) If the Scheme shall not have become effective by the date referred to in clause 6(B) of the Scheme (or such later date, if any, as Michelin and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow, if such consent is required), this article shall be of no effect.
- (g) Notwithstanding any other provision of these articles, both the Company and the directors may refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the effective date of the Scheme.