

**Company No. 19457**

**The Companies Acts  
Public Company Limited by Shares**

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**ARTICLES OF ASSOCIATION  
of  
PZ CUSSONS PLC**

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**(Adopted by Special Resolution passed on 23 November 2021)**

## TABLE OF CONTENTS

Article	Page
PRELIMINARY .....	1
1. Definitions .....	1
2. No other regulations to apply .....	3
CAPITAL .....	3
3. Members' limited liability .....	3
4. Allotment .....	3
5. Commissions and brokerage .....	4
6. Trusts not recognised .....	4
VARIATION OF CLASS RIGHTS .....	4
7. Sanction .....	4
8. Class meetings .....	4
ALTERATION OF SHARE CAPITAL .....	5
9. Alteration of share capital .....	5
10. Fractions .....	5
CERTIFICATED SHARES .....	6
11. Right to certificates .....	6
12. Replacement certificates .....	6
UNCERTIFICATED SHARES .....	6
13. Uncertificated shares .....	6
LIEN ON SHARES .....	8
14. Company's lien on shares not fully paid .....	8
15. Enforcement of lien by sale .....	8
16. Application of sale proceeds .....	8
CALLS .....	8
17. Calls .....	8
18. Liability of joint holders .....	9
19. Interest .....	9
20. Differentiation .....	9
21. Payment in advance of calls .....	9
22. Restrictions if calls unpaid .....	9
23. Sums due on allotment treated as calls .....	9
FORFEITURE .....	9
24. Forfeiture after notice of unpaid call .....	9
25. Notice after forfeiture .....	10
26. Consequences of forfeiture .....	10
27. Disposal of forfeited share .....	10
28. Proof of forfeiture .....	11
UNTRACED MEMBERS .....	11

29.	Untraced members .....	11
30.	Application of sale proceeds .....	12
	TRANSFER OF SHARES .....	12
31.	Form of transfer .....	12
32.	Registration of a certificated share transfer .....	12
33.	Registration of an uncertificated share transfer .....	13
34.	Renunciation of allotments .....	13
35.	No fee on registration .....	13
	TRANSMISSION OF SHARES .....	13
36.	On death .....	13
37.	Election of person entitled by transmission .....	13
38.	Rights on transmission .....	14
	GENERAL MEETINGS .....	14
39.	Convening general meetings .....	14
40.	Notice of general meetings .....	14
41.	Quorum for general meeting .....	14
42.	Form of general meetings .....	15
43.	Procedure if quorum not present .....	16
44.	Chairman of general meeting .....	16
45.	Rights of Directors and others to attend meetings .....	16
46.	Attendance and participation at different places .....	16
47.	Security and order .....	17
48.	Power to adjourn .....	17
49.	Postponement of a general meeting .....	18
50.	Notice of adjourned meeting .....	18
51.	Business of adjourned meeting .....	18
	VOTING .....	18
52.	Voting at a general meeting .....	18
53.	Voting record date .....	19
54.	Poll procedure .....	19
55.	Votes of members .....	19
56.	Voting restrictions on an outstanding call .....	20
57.	Appointment of proxy .....	20
58.	Termination of proxy or corporate authority .....	21
59.	Corporate representatives .....	22
60.	Amendment to resolutions .....	22
61.	Objection to error in voting .....	22
	FAILURE TO DISCLOSE INTERESTS IN SHARES .....	23
62.	Failure to disclose interests in shares .....	23
	APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS .....	24

63.	Number of Directors .....	24
64.	No share qualification .....	24
65.	Company's power to appoint Directors .....	24
66.	Board's power to appoint Directors .....	25
67.	Appointment of executive Directors.....	25
68.	Eligibility of new Directors .....	25
69.	Retirement of Directors at annual general meeting.....	25
70.	Position of retiring Director .....	25
71.	Removal by ordinary resolution.....	25
72.	Vacation of Director's office.....	25
	ALTERNATE DIRECTORS.....	26
73.	Appointment .....	26
74.	Responsibility .....	26
75.	Participation at Board meetings .....	27
76.	Interests.....	27
77.	Termination of appointment.....	27
	BOARD POWERS .....	27
78.	Board powers .....	27
79.	Directors below the minimum number.....	27
80.	Delegation to executive Directors.....	28
81.	Delegation to committees.....	28
82.	Local management.....	28
83.	Delegation to agents .....	28
84.	Exercise of voting power .....	28
85.	Provision for employees .....	29
86.	Overseas registers .....	29
87.	Associate directors .....	29
88.	Borrowing powers.....	29
	DIRECTORS' REMUNERATION, EXPENSES AND BENEFITS.....	30
89.	Fees.....	30
90.	Expenses.....	31
91.	Remuneration of executive Directors .....	31
92.	Special remuneration .....	31
93.	Pensions and other benefits.....	31
	DIRECTORS' PROCEEDINGS .....	32
94.	Board meetings .....	32
95.	Notice of Board Meetings .....	32
96.	Quorum.....	32
97.	Board chairman .....	32
98.	Voting .....	32

99.	Audio-visual participation .....	32
100.	Written resolutions.....	33
101.	Committee proceedings .....	33
102.	Minutes .....	33
103.	Records .....	33
104.	Validity of proceedings .....	33
	INTERESTS OF DIRECTORS.....	34
105.	Directors' power to authorise conflicts.....	34
106.	Directors permitted to retain benefits .....	34
107.	Interested Director not to vote or count for quorum .....	35
108.	Director's interest in own appointment .....	35
109.	Conclusive rulings on Directors' interests .....	36
	SECRETARY .....	36
110.	Secretary .....	36
	SEALS AND DOCUMENT AUTHENTICATION .....	36
111.	Application of Seal.....	36
112.	Directors or Secretary to authenticate or certify .....	37
	DIVIDENDS AND OTHER PAYMENTS .....	37
113.	Declaration .....	37
114.	Interim dividends .....	37
115.	Entitlement to dividends .....	37
116.	Payment methods.....	37
117.	Deductions.....	39
118.	Interest.....	39
119.	Unclaimed dividends .....	39
120.	Rights to cease sending payment and unclaimed payments.....	39
121.	Dividends in kind .....	40
122.	Scrip dividends .....	40
123.	Reserves .....	41
124.	Capitalisation of profits and reserves .....	41
	RECORD DATES .....	42
125.	Board to fix date .....	42
	ACCOUNTS .....	42
126.	Access to accounting records .....	42
	COMMUNICATIONS .....	42
127.	Notices to be in writing .....	42
128.	Communications to and from members .....	42
129.	Notices by advertisement .....	43
130.	Evidence of receipt.....	44
131.	Notice binding on transferees.....	44

132.	Notice to persons entitled by transmission.....	45
133.	Power to stop sending communications to untraced members .....	45
134.	Validation of documents in electronic form .....	45
DOCUMENT DESTRUCTION .....		45
135.	Document destruction .....	45
WINDING UP .....		46
136.	Division of assets.....	46
INDEMNITY .....		46
137.	Right to indemnity and insurance .....	46

Company number: 19457

**THE COMPANIES ACTS  
PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

of

**PZ CUSSONS PLC**

(Adopted by Special Resolution passed on 23 November 2021)

**PRELIMINARY**

**1. Definitions**

(A) In these Articles the following words have the following meanings:

<b>2006 Act</b>	the Companies Act 2006;
<b>Articles</b>	these articles of association;
<b>Auditors</b>	the auditors of the Company;
<b>Bank</b>	Barclays Bank plc or any other bank with the Company has its main current account from time to time;
<b>Board</b>	the board of Directors or the Directors present or deemed to be present at a duly convened meeting at which a quorum is present;
<b>certificated</b>	in relation to a share, a share which is recorded in the Register of Members as being held in certificated form;
<b>Company</b>	PZ Cussons Plc, registered in England with number 19457;
<b>Director</b>	a director of the Company;
<b>electronic address</b>	any number or address used for the purposes of sending or receiving notices, documents or information by electronic means;
<b>Group</b>	the group comprising the Company and its subsidiary undertakings (not including any parent undertaking of the Company);
<b>Group Undertaking</b>	any undertaking in the Group, including the Company;
<b>holder</b>	in relation to a share, the member whose name is entered in the Register of Members as the holder of that share;
<b>member</b>	a member of the Company or, if the context so requires, a member of the Board or of any Board committee;
<b>London Stock Exchange</b>	the London Stock Exchange plc or its successor;
<b>Ordinary Shares</b>	ordinary shares of 1p each in the Company;

<b>paid or paid up</b>	paid up or credited as paid up;
<b>Registered Office</b>	the registered office of the Company;
<b>Register of Members</b>	the register of members of the Company, including (so far as relevant) the Operator register of members relating to the Company;
<b>Seal</b>	the common seal of the Company or any official seal that the Company has or may have as permitted by the statutes;
<b>Secretary</b>	the secretary of the Company or any other person appointed to perform any of the duties of the secretary of the Company including a joint, temporary, assistant or deputy secretary;
<b>share</b>	a share in the capital of the Company;
<b>statutes</b>	the Companies Acts, every other Act of the United Kingdom Parliament applicable to the Company in respect of any matter provided for in these Articles, the Uncertificated Securities Regulations and all orders, regulations and statutory instruments made (or with effect as if made) pursuant to the Companies Acts or any other such Act;
<b>uncertificated</b>	in relation to a share, a share to which title is recorded in the Register of Members as being held in uncertificated form;
<b>Uncertificated Securities Regulations</b>	the Uncertificated Securities Regulations 2001; and
<b>Uncertificated System</b>	the CREST system operated by Euroclear UK & Ireland Limited, or any other applicable system that is a "relevant system" for the purpose of the Uncertificated Securities Regulations or any other system for holding and transferring uncertificated shares that may replace any such system.

(B) In these Articles:

- (i) the term **"Company Communication Provisions"** means the company communication provisions in the 2006 Act (being the provisions at sections 1144 to 1148 and Schedules 4 and 5);
- (ii) the following terms and expressions have the meanings that they have in the Company Communication Provisions - **"address"**, **"authenticated"**, **"electronic form"**, **"electronic means"**, **"hard copy"** and **"hard copy form"**, whilst a **"service address"** is a postal address for the purposes of section 1141 of the 2006 Act and **"Companies Acts"** and **"working day"** have the respective meanings given to them in section 2 and section 1173 of the 2006 Act;
- (iii) the expressions **"Operator"**, **"Operator register of members"**, **"participating security"** and **"relevant system"** have the meanings that they have in the Uncertificated Securities Regulations;
- (iv) the provisions of section 1168 of the 2006 Act (headed **"Hard copy and electronic form and related expressions"**) apply in these Articles to any document (including any notice) or information sent or supplied for the purposes of these Articles, regardless of whether the Article in question uses the words **"sent"** or **"supplied"**

or uses other words (including "**deliver**", "**provide**", "**produce**" or, in the case of a notice, "**give**") to refer to the sending or supplying of a document or information;

- (v) references to the delivery of any document (including any notice) or information (in whatever form) include the supply of such document or information in hard copy form or in electronic form and references to a document being executed or signed include references to its being executed or signed under hand or under seal or (whether sent or supplied to the Company in electronic form or in hard copy form) being sufficiently authenticated for the purposes of the Company Communication Provisions or these Articles, and references to a document include references to any notice or information in visible form whether having physical substance or not;
- (vi) words or expressions which are not defined in paragraphs (A) or (B) of this Article have the same meanings (where applicable) as in the 2006 Act as in force on the date of adoption of the Articles);
- (vii) a reference to any statute or any statutory instrument or any provision of a statute or of a statutory instrument includes a reference to any statutory modification or re-enactment of it for the time being in force;
- (viii) words in the singular include the plural and vice versa, words importing any gender include all genders and a reference to a "person" includes any individual, firm, partnership, unincorporated association, company, corporation or other body corporate;
- (ix) the words "**other**", "**includes**", "**including**", "**may include**" and "**in particular**" do not limit the generality of any preceding words and any words which follow them will not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible;
- (x) references to "**writing**" or "**written**" include a reference to any method of representing or reproducing words in a legible and non-transitory form (whether in hard copy form or electronic form);
- (xi) where an ordinary resolution is expressed to be required for any purpose, a special resolution is also effective for such purpose; and
- (xii) headings do not affect the interpretation of any Article.

## **2. No other regulations to apply**

No model articles or regulations in any statute or in any statutory instrument or other subordinate legislation concerning companies shall apply to the Company.

## **CAPITAL**

### **3. Members' limited liability**

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

### **4. Allotment**

- (A) Subject to the statutes and these Articles, any new shares shall be at the disposal of the Board, who may offer, allot, grant options over or otherwise dispose of them to such persons and on such terms as it may decide (including terms relating to the renunciation of any allotment).
- (B) Subject to the statutes and without prejudice to any rights attached to any shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or, if the Company has not so determined, as the Board may determine).
- (C) Subject to the statutes, any share may be issued which is to be redeemed, or is to be liable to be redeemed at the option of the Company or the holder, on such terms, conditions and in such manner as the Directors may determine.

- (D) In the event that rights and restrictions attaching to shares are determined by the Directors pursuant to this Article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the 2006 Act in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the Articles.

**5. Commissions and brokerage**

The Company may exercise all powers conferred by the statutes of paying commissions in relation to a subscription for shares or other allotment. Subject to the statutes, such commissions may be satisfied in cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other and shall not exceed 10 per cent of the price at which the shares in respect whereof the commission is paid are issued or an amount equivalent thereto. The Company may also pay such brokerage in relation to a subscription for shares as may be lawful.

**6. Trusts not recognised**

Except as required by law, no person shall be recognised by the Company 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 recognise any interest in any share except an absolute right of the holder to share in its entirety (even if the Company has notice of such interest).

**VARIATION OF CLASS RIGHTS**

**7. Sanction**

- (A) If the share capital of the Company is divided into shares of different classes, any of the rights attached to any class of shares (notwithstanding that the Company may be or be about to be in liquidation) may (unless the rights attached to the shares of the class otherwise provide) be varied or abrogated in any manner, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of the class.
- (B) Subject to the terms of issue of or rights attached to any shares, the rights or privileges attached to any class of shares shall be deemed not to be varied or abrogated by:
- (i) the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued;
  - (ii) the reduction of the capital paid up on such shares or by the purchase or redemption by the Company of any of its own shares in accordance with the statutes; or
  - (iii) the Board resolving that a class of shares is to become or is to cease to be, or the Operator permitting such class of shares to become or to cease to be, a participating security.

**8. Class meetings**

- (A) The Board may call a separate general meeting of the holders of the shares of any class at any time and for any purpose as it thinks fit and whether or not the business to be transacted involves a variation or abrogation of any rights attached to such class of shares. The provisions of these Articles as to general meetings shall also apply (so far as applicable) to each such meeting.
- (B) A separate meeting for the holders of a class of shares shall be convened and conducted as nearly as possible in the same way as a general meeting, except that:
- (i) no member, other than a Director, shall be entitled to notice of it or to attend it unless he is a holder of shares of that class;
  - (ii) no vote may be given except in respect of a share of that class;

- (iii) the quorum at the meeting other than an adjourned meeting shall be not less than two persons entitled to vote at the meeting present in person or by proxy and holding at least one-third in nominal value of the issued shares of that class and at an adjourned meeting the quorum shall be one person entitled to vote at the meeting present in person or by proxy and holding shares of that class; and
  - (iv) a poll may be demanded by a member present in person or by proxy and entitled to vote at the meeting and on a poll each member shall have one vote for every share of that class of which he is the holder.
- (C) For the purpose of these Articles, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.

## **ALTERATION OF SHARE CAPITAL**

### **9. Alteration of share capital**

The Company may:

- (i) alter its share capital in anyway permitted by the statutes; and
- (ii) confer any preference or other advantage on one or more of the shares resulting from any division or sub-division of its share capital as compared with the others and make any such share subject to any restriction as compared with the others.

### **10. Fractions**

- (A) If, as the result of a consolidation and division or a sub-division of shares, fractions of shares become attributable to members, the Board may on behalf of the members deal with the fractions as it thinks fit, including in either of the ways prescribed in this Article below.
- (B) The Board may sell shares representing the fractions, through a member of the London Stock Exchange or other appropriate intermediary acting (in any case) on a "best execution" (or equivalent) basis or in such other manner (whether or not through an intermediary) that provides a price which the Board considers to be reasonable in the circumstances, to any person (including, subject to the statutes, the Company) and distribute the net proceeds of sale in due proportion amongst the persons to whom such fractions are attributable (except that if the amount due to a person is less than £5.00, or such other sum as the Board may decide, the Company may retain such sum for its own benefit). To give effect to such sale the Board may:
- (i) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares to the purchaser or as the purchaser may direct; and
  - (ii) in the case of uncertificated shares, exercise any power conferred on it by paragraph (l) of the Article headed "**Uncertificated shares**" to effect a transfer of the shares.
- (C) The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to at paragraph (B) of this Article shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.
- (D) In relation to the fractions the Board may issue, subject to the statutes, to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding of shares to a number which, following a consolidation and division or a sub-division, leaves a whole number of shares (such issue being deemed to have been effected immediately before the consolidation or the sub-division, as the case may be). The amount required to pay up those shares may be capitalised as the Board thinks fit out of amounts standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares.

## **CERTIFICATED SHARES**

### **11. Right to certificates**

- (A) Subject to the statutes and these Articles, every person (except any person in respect of whom the Company is not required by the statutes to complete and have ready for delivery a share certificate), on becoming the holder of a certificated share is entitled without charge to one certificate for all the certificated shares of a class registered in his name or, in the case of certificated shares of more than one class being registered in his name, to a separate certificate for each class of shares, unless the terms of issue of the shares provide otherwise.
- (B) Where a member (other than a person in respect of whom the Company is not required by the statutes to complete and have ready for delivery a share certificate) transfers part of his shares comprised in a certificate he shall be entitled without charge to one certificate for the balance of certificated shares retained by him or, upon payment for every certificate after the first of such reasonable sum as the Directors may determine, several certificates each for one or more of his shares.
- (C) The Company is not bound to issue more than one certificate for certificated shares held jointly by several persons. Delivery of a certificate to one joint holder shall be sufficient delivery to all joint holders.
- (D) A certificate shall specify the number and class and the distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up on the shares. It shall be issued under the Seal, which may be affixed to or printed on it, or in such other form of authentication as the Board may approve (which may include manual or facsimile signatures by one or more Directors).
- (E) When a member's (other than a person in respect of whom the Company is not required to complete and have ready for delivery a share certificate) holding of shares of a particular class increases, the Company may issue that member with a single, consolidated certificate in respect of all the shares of a particular class which that member holds or a separate certificate in respect of only those shares by which that member's holding has increased.
- (F) A member (other than a person in respect of whom the Company is not required to complete and have ready for delivery a share certificate) may request the Company, in writing, to replace the member's separate certificates with a consolidated certificate or the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify, provided that any certificate(s) which it is (or they are) to replace has first been returned to the Company for cancellation. When the Company complies with such a request it may charge such reasonable sum as the Directors may determine for doing so.
- (G) Any share certificate sent by the Company (or its agent) is sent at the risk of the member or other person entitled to the certificate and the Company (and its agent) will not be responsible for any share certificate lost or destroyed in the course of delivery.

### **12. Replacement certificates**

If any certificate is worn-out, defaced, lost or destroyed, the Company may cancel it and issue a replacement certificate subject to such terms as the Board may decide as to evidence and indemnity (with or without security) and the payment of a reasonable fee as the Directors may determine, and (if the certificate is worn-out or defaced) on delivery up of the old certificate.

## **UNCERTIFICATED SHARES**

### **13. Uncertificated shares**

- (A) The Board may resolve that a class of shares is to become, or is to cease to be, a participating security.
- (B) Shares of a class shall not be treated as forming a separate class from other shares of the same class as a consequence of such shares being held in certificated or uncertificated form

or of any provision in these Articles or the Uncertificated Securities Regulations applying only to certificated shares or to uncertificated shares.

- (C) Any share of a class which is a participating security may be changed from an uncertificated share to a certificated share and from a certificated share to an uncertificated share in accordance with the Uncertificated Securities Regulations.
- (D) These Articles apply to uncertificated shares of a class which is a participating security only to the extent that these Articles are not inconsistent with the holding of such shares in uncertificated form, with the transfer of title to such shares by means of the Uncertificated System or with the Uncertificated Securities Regulations.
- (E) The Board may lay down regulations not included in these Articles which (in addition to or in substitution for any provisions in these Articles):
  - (i) apply to the issue, holding or transfer of uncertificated shares;
  - (ii) set out (where appropriate) the procedures for conversion and/or redemption of uncertificated shares; and/or
  - (iii) the Board considers necessary or appropriate to ensure that these Articles are consistent with the Uncertificated Securities Regulations and/or the Operator's rules and practices.
- (F) Such regulations will apply instead of any relevant provisions in these Articles which relate to certificates and the transfer, conversion and redemption of shares or which are inconsistent with the Uncertificated Securities Regulations, in all cases to the extent (if any) stated in such regulations. If the Board makes any such regulations, paragraph (D) of this Article will (for the avoidance of doubt) continue to apply to these Articles, when read in conjunction with those regulations.
- (G) Any instruction given by means of an Uncertificated System as referred to in these Articles shall be a dematerialised instruction given in accordance with the Uncertificated Securities Regulations, the facilities and requirements of the Uncertificated System and the Operator's rules and practices.
- (H) For any purpose under these Articles, the Company may treat a member's holding of uncertificated shares and of certificated shares of the same class as if they were separate holdings, unless the Board otherwise decides.
- (I) Where the Company is entitled under the statutes, the Operator's rules and practices, these Articles or otherwise to dispose of, forfeit, enforce a lien over or sell or otherwise procure the sale of any shares of a class which is a participating security which are held in uncertificated form, the Board may take such steps (subject to the Uncertificated Securities Regulations and to such rules and practices) as may be required or appropriate, by instruction by means of the Uncertificated System or otherwise, to effect such disposal, forfeiture, enforcement or sale including by:
  - (i) requesting or requiring the deletion of any computer-based entries in the Uncertificated System relating to the holding of such shares in uncertificated form;
  - (ii) altering such computer-based entries so as to divest the holder of such shares of the power to transfer such shares other than to a person selected or approved by the Company for the purpose of such transfer;
  - (iii) requiring any holder of such shares, by notice to him, to change his holding of such uncertificated shares into certificated form within any specified period;
  - (iv) requiring any holder of such shares to take such steps as may be necessary to sell or transfer such shares as directed by the Company;
  - (v) otherwise rectify or change the Register of Members in respect of any such shares in such manner as the Board considers appropriate (including by entering the name of a transferee into the Register of Members as the next holder of such shares); and/or

- (vi) appointing any person to take any steps in the name of any holder of such shares as may be required to change such shares from uncertificated form to certificated form and/or to effect the transfer of such shares (and such steps shall be effective as if they had been taken by such holder).

## **LIEN ON SHARES**

### **14. Company's lien on shares not fully paid**

The Company has a first and paramount lien on each issued share (not being a fully paid share) for all amounts payable to the Company (whether actually or contingently and whether presently payable or not) in respect of such share. The lien applies to all dividends on any such share and to all amounts payable by the Company in respect of such share. The Board may resolve that any share be exempt wholly or in part from this Article.

### **15. Enforcement of lien by sale**

- (A) For the purpose of enforcing the Company's lien on any shares, the Board may sell them in such manner as it decides if an amount in respect of which the lien exists is presently payable and is not paid within fourteen (14) days following the giving of a notice to the holder (or any person entitled by transmission to the share by reason of the death or bankruptcy of a member or otherwise by operation of law) demanding payment of the amount due within such fourteen day period and stating that if the notice is not complied with the shares may be sold.
- (B) To give effect to such sale the Board may:
  - (i) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of the holder of, or the person entitled by transmission to, them to the purchaser or as the purchaser may direct and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect such transfer; and
  - (ii) in the case of uncertificated shares, exercise any power conferred on it by paragraph (I) of the Article headed "**Uncertificated shares**" to effect a transfer of the shares.
- (C) The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to at paragraph (B) of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

### **16. Application of sale proceeds**

The net proceeds of any sale of shares subject to the Company's lien under these Articles (after payment of the costs and expenses of sale) shall be applied in or towards satisfaction of the amount then due to the Company in respect of the shares. Any balance shall be paid to the original holder of, or the person entitled (but for such sale) by transmission to, the shares on (in the case of certificated shares) surrender to the Company for cancellation of the certificate for such shares and (in all cases) subject to the Company having a lien on such balance on the same basis as applied to such shares for any amount not presently payable as existed on such shares before the sale.

## **CALLS**

### **17. Calls**

- (A) Subject to the terms on which shares are allotted, the Board may make calls on the members (and any persons entitled by transmission) in respect of any amounts unpaid on their shares (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the allotment terms. Each such member or other person shall pay to the

Company the amount called, subject to receiving at least fourteen (14) days' notice specifying when and where the payment is to be made, as required by such notice.

- (B) A call may be made payable by instalments. A call shall be deemed to have been made when the resolution of the Board authorising it is passed. A call may, before the Company's receipt of any amount due under it, be revoked or postponed in whole or in part as the Board may decide. A person on whom a call is made will remain liable for calls made on him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

**18. Liability of joint holders**

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

**19. Interest**

If the whole of the sum payable in respect of any call is not paid by the day it becomes due and payable, the person from whom it is due shall pay all costs, charges and expenses incurred by the Company by reason of such non-payment, together with interest on the unpaid amount from the day it became due and payable until it is paid at the rate fixed by the terms of the allotment of the share or in the notice of the call or, if no rate is fixed, at the base rate from time to time of the Bank or such lower rate as the Board shall determine. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.

**20. Differentiation**

The Board may make arrangements on or before the issue of shares to differentiate between the holders of shares in the amounts and times of payment of calls on their shares.

**21. Payment in advance of calls**

- (A) The Board may receive from any member (or any person entitled by transmission) all or any part of the amount uncalled and unpaid on the shares held by him (or to which he is entitled). The liability of each such member or other person on the shares to which such payment relates shall be reduced by such amount. The Company may pay interest on such amount from the time of receipt until the time when such amount would, but for such advance, have become due and payable at such rate not exceeding the Bank's base rate from time to time or such other rate as the Board may decide.
- (B) No sum paid up on a share in advance of a call shall entitle the holder to any portion of a dividend subsequently declared or paid in respect of any period prior to the date on which such sum would, but for such payment, become due and payable.

**22. Restrictions if calls unpaid**

Unless the Board decides otherwise, no member shall be entitled to receive any dividend or to be present or vote at any meeting or to exercise any right or privilege as a member until he has paid all calls due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any) to the Company.

**23. Sums due on allotment treated as calls**

Any sum payable to the Company or at its direction in respect of the allotment of a share on or following its allotment or on any fixed date, whether in respect of the nominal value of the share or by way of premium or as an instalment of a call, shall be deemed to be a call. If such sum is not paid by the required time, these Articles shall apply as if it had become due and payable by virtue of a call.

**FORFEITURE**

**24. Forfeiture after notice of unpaid call**

- (A) If a call or an instalment of a call remains unpaid after it has become due and payable, the Board may give to the person from whom it is due not less than fourteen (14) days' notice

requiring payment of the amount unpaid together with any interest which may have accrued and any costs, charges and expenses that the Company may have incurred by reason of such non-payment. The notice shall state the place where payment is to be made and that, if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited. If the notice is not complied with, any shares in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Board. The forfeiture will include all dividends and other amounts payable in respect of the forfeited shares which have not been paid before the forfeiture.

- (B) The Board may accept the surrender of a share which is liable to be forfeited in accordance with these Articles. All provisions in these Articles which apply to the forfeiture of a share also apply to the surrender of a share.

## **25. Notice after forfeiture**

When a share has been forfeited, the Company shall give notice of the forfeiture to the person who was before forfeiture the holder of the share or the person entitled by transmission to the share. An entry that such notice has been given and of the fact and date of forfeiture shall be made in the Register of Members. No forfeiture will be invalidated by any omission to give such notice or make such entry.

## **26. Consequences of forfeiture**

- (A) A share shall, on its forfeiture, become the property of the Company.
- (B) All interest in and all claims and demands against the Company in respect of a share and all other rights and liabilities incidental to the share as between its holder and the Company shall, on its forfeiture, be extinguished and terminate except as otherwise stated in these Articles or, in the case of past members, as provided by the statutes.
- (C) The holder of a share (or the person entitled to it by transmission) which is forfeited shall:
  - (i) on its forfeiture cease to be a member (or a person entitled) in respect of it;
  - (ii) if a certificated share, surrender to the Company for cancellation the certificate for the share;
  - (iii) remain liable to pay to the Company all monies payable in respect of the share at the time of forfeiture, with interest from such time of forfeiture until the time of payment, in the same manner in all respects as if the share had not been forfeited; and
  - (iv) remain liable to satisfy all (if any) claims and demands which the Company might have enforced in respect of the share at the time of forfeiture without any deduction or allowance for the value of the share at the time of forfeiture or for any consideration received on its disposal.

## **27. Disposal of forfeited share**

- (A) Subject to the statutes, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board may decide either to the person who was before the forfeiture the holder (including a person who was entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) or to any other person. At any time before the disposal, the forfeiture may be cancelled on such terms as the Board may decide. Where for the purpose of its disposal a forfeited share is to be transferred to any transferee, the Board may:
  - (i) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of their holder to the purchaser or as the purchaser may direct; and
  - (ii) in the case of uncertificated shares, exercise any power conferred on it by paragraph (l) of the Article headed "**Uncertificated shares**" to effect a transfer of the shares.

- (B) The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to at paragraph (A) of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

**28. Proof of forfeiture**

A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of any necessary instrument of transfer) constitute 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 consideration (if any) given for it on such disposal. His title to the share will not be affected by any irregularity in, or invalidity of, the proceedings connected with the forfeiture or disposal.

**UNTRACED MEMBERS**

**29. Untraced members**

- (A) The Company shall be entitled to sell (at any time after becoming entitled to do so) any share held by a member, or any share to which a person is entitled by transmission (including in consequence of the death or bankruptcy of the member any other event giving rise to a transmission by operation of law), if:
- (i) for a period of 12 years no cheque or warrant or other method of payment for amounts payable in respect of the share sent and payable in a manner authorised by these articles has been cashed or effected and no communication has been received by the Company from the member or person concerned;
  - (ii) during that period at least three dividends have become payable on the share (whether interim or final) and no such dividend has been claimed by the member or person concerned;
  - (iii) the Company has, at any time after the expiration of that period, sent a notice to the registered address or last known address of the member or person concerned of its intention to sell such share and, before sending such a notice, the Company has taken such steps as it considers reasonable in the circumstances to trace the member or other person entitled, including engaging, if considered appropriate in relation to such share, a professional asset reunification company or other tracing agent; and
  - (iv) the Company has not, during the further period of three months following the sending of the notice referred to in sub-paragraph (iii) above and prior to the sale of the share, received any communication from the member or person concerned.
- (B) The Company shall also be entitled to sell any additional share issued during the said period of 12 years 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 sub-paragraphs (i), (iii) and (iv) of that paragraph are satisfied in relation to the additional share (but as if the words "for a period of 12 years" were omitted from sub-paragraph (i) and the words ", after the expiration of that period," were omitted from sub-paragraph (iii)).
- (C) To give effect to a sale pursuant to paragraph (A) or paragraph (B) of this Article, the Board may:
- (i) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of the holder of, or the person entitled by transmission to, them to the purchaser or as the purchaser may direct; and

- (ii) in the case of uncertificated shares, exercise any power conferred on it by paragraph (I) of the Article headed "**Uncertificated shares**" to effect a transfer of the shares.
- (D) The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to at paragraph (C) of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

### **30. Application of sale proceeds**

The net proceeds of sale of any shares pursuant to Article 29 shall be forfeited and shall belong to the Company and the Company will not be obliged to account to the former member or other person previously entitled to the share, or be liable to such persons in relation to, the proceeds of sale.

## **TRANSFER OF SHARES**

### **31. Form of transfer**

- (A) Subject to these Articles, a member may transfer all or any of his shares:
  - (i) in the case of certificated shares, by an instrument of transfer in writing in any usual form or in another form approved by the Board, which must be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid) by or on behalf of the transferee; or
  - (ii) in the case of uncertificated shares, without a written instrument in accordance with the Uncertificated Securities Regulations.
- (B) The transferor shall remain the holder of the share transferred until the name of the transferee is entered in the Register of Members in respect of it.

### **32. Registration of a certificated share transfer**

- (A) Subject to these Articles and to the statutes, the Board may refuse to register the transfer of a certificated share or the renunciation of a renounceable letter of allotment unless it is:
  - (i) in respect of a share which is fully paid;
  - (ii) in respect of only one class of shares;
  - (iii) in favour of a single transferee or renounee or not more than four joint transferees or renounees;
  - (iv) duly stamped (if required); and
  - (v) delivered for registration to the Registered Office or such other place as the Board may decide, accompanied by the certificate for the shares to which it relates (except in the case of a transfer of a share, for which a certificate has not been issued, by a person in respect of whom the Company is not required by the statutes to complete and have ready for delivery a share certificate, and except in the case of a renunciation) and any other evidence as the Board may reasonably require to prove the title to such share of the transferor or person renouncing and the due execution by him of the transfer or renunciation or, if the transfer or renunciation is executed by some other person on his behalf, the authority of such person to do so.
- (B) If the Board refuses to register a transfer or renunciation pursuant to this Article, it shall, within two months after the date on which the transfer or renunciation was delivered to the Company and subject to the statutes, send notice of the refusal to the transferee or renounee, together with reasons for the refusal. The Directors shall send such further information about the reasons for the refusal to the transferee as the transferee may reasonably request. An instrument of transfer or renunciation which the Board refuses to

register shall (except in the case of suspected fraud) be returned to the person delivering it. All instruments of transfer which are registered may, subject to these Articles, be retained by the Company.

**33. Registration of an uncertificated share transfer**

- (A) The Board shall register a transfer of title to any uncertificated share or the renunciation or transfer of any renounceable right of allotment of a share which is a participating security held in uncertificated form in accordance with the Uncertificated Securities Regulations, except that the Board may refuse to register any such transfer or renunciation which is in favour of more than four persons jointly or in any other circumstance permitted by the Uncertificated Securities Regulations.
- (B) Subject to the statutes, if the Board refuses to register any such transfer or renunciation the Company shall, within two months after the date on which the instruction relating to such transfer or renunciation was received by the Company, send notice of the refusal to the transferee or renounee, together with reasons for the refusal. The Directors shall send such further information about the reasons for the refusal to the transferee as the transferee may reasonably request.

**34. Renunciation of allotments**

The Board may, at its discretion, recognise and give effect to a renunciation of the allotment of any share by the allottee in favour of some other person.

**35. No fee on registration**

No fee shall be charged for the registration of a transfer of a share or the renunciation of a renounceable letter of allotment or other document relating to or affecting the title to any share.

**TRANSMISSION OF SHARES**

**36. On death**

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

**37. Election of person entitled by transmission**

- (A) A person becoming entitled to a share in consequence of the death or bankruptcy of a member, or of any other event giving rise to a transmission of such entitlement by operation of law, may, on such evidence as to his title being produced as the Board may require, elect either to become registered as the holder of such share or to have some person nominated by him so registered. If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have some other person registered, he shall:
  - (i) in the case of a certificated share, execute an instrument of transfer of such share to such person; and
  - (ii) in the case of an uncertificated share, either:
    - (a) procure that all appropriate instructions are given by means of the Uncertificated System to effect the transfer of such share to such person; or
    - (b) change the uncertificated share to certificated form and then execute an instrument of transfer of such share to such person,
- (B) All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer or instructions (as the case may be) referred to at paragraph (A) of this Article as if the notice were an instrument of transfer and as if the instrument of transfer

were executed, or the instructions were given, by the member and the event giving rise to the transmission had not occurred.

- (C) The Board may give notice requiring a person to make the election referred to in paragraph (A) of this Article. If such notice is not complied with within sixty (60) days, the Board may withhold payment of all dividends and other amounts payable in respect of the share until notice of election has been made.

### **38. Rights on transmission**

A person becoming entitled by transmission to a share by reason of the death or bankruptcy of a member or otherwise by operation of law, after giving notice to the Company of his entitlement to the share and upon such evidence being produced as the Directors may properly require to show his title to the share, shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as its holder, be entitled in respect of it to receive notice of, or to attend or vote at, any general meeting.

## **GENERAL MEETINGS**

### **39. Convening general meetings**

- (A) The Company shall hold annual general meetings, which shall be convened by the Board, in accordance with the statutes.
- (B) All general meetings other than annual general meetings shall be called general meetings.
- (C) The Board may convene a general meeting which is not an annual general meeting whenever it thinks fit. If there are not sufficient directors to form a quorum in order to call a general meeting, any director may call a general meeting.

### **40. Notice of general meetings**

- (A) Subject to the statutes, 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 for such meeting under the statutes.
- (B) The notice of meeting shall be given to the members (other than a member who, under these Articles or any restrictions imposed on any shares, is not entitled to receive notice from the Company), to the Directors and to the Auditors.
- (C) The notice of meeting may specify a time, subject to the statutes, by which a person must be entered on the Register of Members in order for such person to have the right to attend or vote at the meeting.
- (D) The accidental omission or failure to send a notice of any general meeting or of any resolution intended to be moved at any general meeting to, or the non-receipt of any such notice by, any person entitled to receive it shall be disregarded for the purposes of determining whether such notice is duly given and shall not invalidate the proceedings at the general meeting concerned.

### **41. Quorum for general meeting**

No business shall be transacted at a general meeting unless a quorum is present. Two qualifying persons present and entitled to vote on the business to be transacted at the general meeting shall together be a quorum at that meeting (including for this purpose two persons who are proxies or corporate representatives 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 statutes to act in relation to the meeting as a representative of a member that is a corporation (a **"corporate representative"**), or (iii) a person appointed as proxy of a member in relation to the meeting. The absence of a quorum will not prevent the appointment of a chairman of the meeting. Such appointment shall not be treated as being part of the business of the meeting.

## 42. Form of general meetings

(A) In this Article:

- (i) **"physical meeting"** means a general meeting held and conducted by physical attendance by members and proxies at a particular place (or, if the Directors specify one or more satellite meeting places in accordance with Article 46, at particular places);
- (ii) a **"hybrid meeting"** means a general meeting held and conducted by both physical attendance by members and proxies at a particular place (or, if the Directors specify one or more satellite meeting places in accordance with Article 46, at particular places) and by members and proxies also being able to attend and participate by electronic means without needing to be in physical attendance at that place (or places).

(B) The Directors may decide in relation to any general meeting (including a postponed or adjourned meeting) whether the general meeting is to be held as a physical meeting or as a hybrid meeting (and shall, for the avoidance of doubt, be under no obligation to convene a meeting as a hybrid meeting whatever the circumstances).

(C) The Directors may make such arrangements as they may (subject to the requirements of the Acts) decide in connection with the facilities for participation by electronic means in a hybrid meeting, and the entitlement of any member or proxy to attend the general meeting, or to participate in it by electronic means, shall be subject to such arrangements. In the case of a hybrid meeting, the provisions of these Articles shall be treated as modified to permit any such arrangements and in particular:

- (i) references in these Articles to attending and being present at the meeting, including in relation to the quorum for the meeting and the right to vote at the meeting, shall be treated as including participating in the meeting by electronic means;
- (ii) a notice of a general meeting which is to be a hybrid meeting shall state details of the facilities for attendance and participation by electronic means at the meeting or shall state where such details will be made available by the Company prior to the meeting;
- (iii) the meeting shall be treated as having commenced if it has commenced at the physical place (or places) specified in the notice of the meeting;
- (iv) the meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities have been made available so that all persons (being entitled to do so) attending the hybrid meeting by electronic means, may participate in the business of the meeting, but under no circumstances shall the inability of one or more members or proxies to access, or continue to access, the facilities for participation in the meeting despite adequate facilities being made available by the Company, affect the validity of the meeting or any business conducted at the meeting;
- (v) all resolutions put to members at a hybrid meeting, including in relation to procedural matters, shall be decided on a poll and for the purposes of Article 52, this paragraph (C)(v) of this Article shall be taken as a demand from the chairman of the meeting for a poll;
- (vi) the Directors may authorise any voting application, system or facility in respect of the electronic platform for the hybrid general meetings as they may see fit; and
- (vii) if it appears to the chairman of the meeting that the electronic facilities for a hybrid meeting have become inadequate for the purpose of holding the meeting then the chairman of the meeting may, with or without the consent of the meeting, adjourn the meeting (at any time before or after it has started), the provisions in Article 48 shall apply to any such adjournment and all business conducted at the hybrid meeting up to the point of the adjournment shall be valid.

- (D) If, after the sending of notice of a hybrid meeting but before the meeting is held (or after the adjournment of a hybrid meeting but before the adjourned meeting is held), the Directors consider that it is impracticable or unreasonable to hold the meeting at the time specified in the notice of meeting using the electronic facilities stated in the notice of meeting or made available prior to the meeting, they may change the meeting to a physical meeting or change the electronic facilities (and make details of the new facilities available in the manner stated in the notice of meeting) or both, and may postpone the time at which the meeting is to be held.
- (E) An adjourned general meeting or postponed general meeting may be held as a physical meeting or a hybrid meeting irrespective of the form of the general meeting which was adjourned or postponed.
- (F) Without prejudice to Article 46, the Directors or the chairman of the meeting may make any arrangement and impose any requirement or restriction they or he consider appropriate to ensure the security of a hybrid meeting including, without limitation, requirements for evidence of identity:
  - (i) necessary to ensure the identification of those taking part and the security of the electronic communication; and
  - (ii) proportionate to those objectives.

#### **43. Procedure if quorum not present**

- (A) If within thirty minutes after the time appointed for the holding of the meeting, or such longer time not exceeding one hour as the chairman of the meeting (being, for the purposes of all provisions in these Articles concerning general meetings, "**the chairman**") may decide to wait, a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting:
  - (i) if convened on the requisition of members made by request in accordance with the statutes, shall be dissolved; and
  - (ii) in any other case shall, subject to the statutes, stand adjourned to the same day in the next week or to such other day and at such other time and place as the chairman (or, in default, the Board) may decide.
- (B) If at such adjourned meeting a quorum is not present within thirty minutes after the time appointed for holding the meeting, the meeting shall be dissolved.

#### **44. Chairman of general meeting**

The chairman (if any) of the Board or, in his absence, the deputy chairman, or in the absence of both of them some other Director nominated prior to the meeting by the Directors, shall preside as chairman at a general meeting. If there is no chairman or deputy chairman, or if at a meeting neither is present within fifteen (15) minutes after the time appointed for the start of the meeting, or neither is willing to act, the Directors present shall select one of their number to be chairman. If only one Director is present and willing to act, he shall be chairman. In default, the members present and entitled to vote shall choose one of their number who is present in person (but not by proxy) to be chairman. If no such member present shall be willing to act, then such members may choose a member present by proxy as chairman.

#### **45. Rights of Directors and others to attend meetings**

A Director (and any other person invited by the chairman to do so) shall be entitled to attend and speak at a general meeting, whether or not he is a member.

#### **46. Attendance and participation at different places**

- (A) In the case of any general meeting, the Directors may, notwithstanding the specification in the notice convening the general meeting of the place at which the chairman shall preside (the "**Principal Place**"), make arrangements for simultaneous attendance and participation, by electronic means or otherwise, allowing persons not present together at the same place

to attend, participate and vote at the meeting by using a satellite meeting place or places, including in particular if the place of meeting specified in the notice of meeting appears to the chairman to be inadequate to accommodate all persons entitled and wishing to attend. The arrangements for simultaneous attendance and participation at any place at which persons are participating may include arrangements for controlling or regulating the level of attendance at any particular venue provided that such arrangements shall operate so that all members and proxies wishing to attend the meeting are able to attend at one or other of the venues.

- (B) The members or proxies at the place or places at which persons are participating at a satellite meeting place or places in accordance with paragraph (A) of this Article shall be counted in the quorum for, and be entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available throughout the meeting to ensure that the members or proxies attending at the places at which persons are participating are able to:
  - (i) participate in the business for which the meeting has been convened; and
  - (ii) hear persons who speak (whether through the use of electronic means, microphones, loud speakers, audiovisual communication equipment or otherwise) in the Principal Place and any other place at which persons are participating.
- (C) For the purposes of all other provisions of these Articles (unless the context requires otherwise), the members shall be treated as meeting at the Principal Place.
- (D) If it appears to the chairman that the facilities at the Principal Place or any place at which persons are participating have become inadequate for the purposes set out in subparagraphs (i) and (ii) of paragraph (B) of this Article, the chairman may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the point of the adjournment shall be valid. The provisions in paragraph (B) of Article 48 shall apply to that adjournment.

#### **47. Security and order**

- (A) The Board or the chairman may make or impose any arrangement, direction, request or requirement which it or he considers appropriate and reasonable in the circumstances to facilitate or ensure the security of a meeting including the searching of any person attending the meeting and the imposing of restrictions on the items of personal property that may be taken into the meeting place. The Board or the chairman or any person directed by it or him may refuse entry to, or eject from, a meeting a person who refuses to, or who does not, comply with any such arrangement, direction, request or requirement.
- (B) The Board or the chairman may make or impose any arrangement, direction, request or requirement that it or he considers appropriate and reasonable in the circumstances to secure the health and safety of persons attending a meeting or to promote the orderly and proper conduct of the business of the meeting. Any decision of the chairman on procedural matters, points of order or matters arising incidentally from the business of the meeting, and any determination by the chairman as to whether a matter or point is of such a nature, shall be final.
- (C) Nothing in these Articles limit any right or power that a chairman has at common law or otherwise in relation to the conduct of a general meeting.

#### **48. Power to adjourn**

- (A) Subject to the statutes, the chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place.
- (B) Subject to the statutes and without prejudice to any other power of adjournment which the chairman may have under these Articles, at common law or otherwise, the chairman may, without the consent of the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place if he decides that it is necessary or appropriate to do so in order to:

- (i) secure the proper and orderly conduct of the meeting; or
  - (ii) an adjournment is necessary to protect the safety of any person attending the meeting; or
  - (iii) give all persons entitled to do so an opportunity of attending the meeting; or
  - (iv) give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or
  - (v) ensure that the business of the meeting is properly concluded or disposed of, including for the purpose of determining the result of a poll.
- (C) Subject to paragraph (A) of this Article, meetings can be adjourned more than once, in accordance with the procedures set out in this Article.
- (D) Subject to the statutes, all the provisions in these Articles relating to a general meeting also relate, where applicable (or unless stated otherwise), to an adjourned meeting.

**49. Postponement of a general meeting**

- (A) If, after the sending 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) the Directors decide that it is impracticable or undesirable to hold the meeting at the declared time or place (or at any of the declared places in the case of a meeting to which Article 46 applies) or both, they may postpone the time at which the meeting is to be held or change the place (or any of the places, in the case of a meeting to which Article 46 applies) or both, and in any such case:
- (i) no new notice of the meeting need be sent, but the Directors shall, if practicable, advertise the new date, time and place of the meeting in at least two national daily newspapers and shall take reasonable steps to ensure that any shareholder attempting to attend the meeting at the original time and place is informed of the new arrangements; and
  - (ii) a proxy appointment in relation to the meeting may be delivered or received, at the address or addresses specified by or on behalf of the Company in accordance with these Articles, at any time not less than 48 hours before any postponed time appointed for holding the meeting.
- (B) The Directors may use the power under paragraph (A) of this Article any number of times in relation to the same meeting.

**50. Notice of adjourned meeting**

Subject to the statutes, whenever a meeting is adjourned for thirty (30) days or more or indefinitely, at least seven days' notice, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Except in these circumstances and subject to the statutes, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

**51. Business of adjourned meeting**

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

**VOTING**

**52. Voting at a general meeting**

- (A) The chairman can demand a poll on any resolution that is to be put to the vote of a general meeting, whether before it has been put to the vote on a show of hands or afterwards. Otherwise a resolution that is put to the vote of a general meeting shall be decided on a show

of hands, unless (before or on the declaration of the result of the show of hands) a poll is demanded by:

- (i) the chairman; or
  - (ii) a majority of the Directors present at the meeting; or
  - (iii) at least five members having the right to vote on the resolution; or
  - (iv) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution; or
  - (v) a member or members holding shares conferring a right to vote on the resolution on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
- (B) Unless a poll is so demanded and the demand is not withdrawn, 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, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- (C) A 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 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.
- (D) If a poll is duly demanded, it shall be taken in such manner as the chairman of the meeting may direct (including the use of ballot or voting papers of forms or hand held or other electronic devices).

#### **53. Voting record date**

For the purposes of determining which persons are entitled to attend or vote at a general meeting and how many votes such persons may cast, the Company may specify in the notice convening the meeting a time, being not more than forty-eight (48) hours before the time fixed for the meeting (and for this purpose no account shall be taken of any part of a day that is not a working day), by which a person must be entered on the register in order to have the right to attend or vote at the meeting.

#### **54. Poll procedure**

- (A) No poll shall be demanded on any question of adjournment except by or with the consent of the chairman. A poll duly demanded on the election of a chairman or on a question of adjournment shall be taken forthwith and a poll on any other matter shall be taken either forthwith or at such time and place, not being more than thirty (30) days from the date of the meeting at which the poll was demanded, as the chairman shall direct. The chairman may direct the manner in which a poll shall be taken and may appoint scrutineers who need not be members. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (B) The demand for a poll, except on a question of adjournment, shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.

#### **55. Votes of members**

- (A) Subject to the statutes and to any rights or restrictions attaching to any shares, at a general meeting, on a show of hands or on a poll every member who is present in person or by proxy shall be entitled to the number of votes prescribed by the statutes.

- (B) In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders. Seniority shall be determined by the order in which the names of the holders stand in the Register of Members in respect of the joint holding.
- (C) A member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder or incapacity may vote, on a show of hands or on a poll, by his guardian or other person duly authorised to act on his behalf, who may vote by proxy. Subject to the statutes, evidence to the satisfaction of the Board of the authority of the person claiming the right to vote shall be received at the Registered Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, by a time not less than forty-eight (48) hours before the time appointed for holding the meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable (which, unless the Board decides otherwise, shall be calculated without taking account of any part of a day that is not a working day).
- (D) Subject to the statutes, a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

**56. Voting restrictions on an outstanding call**

Unless the Board decides otherwise, no member shall be entitled to be present or vote at any meeting either personally or by proxy until he has paid all calls due and payable on every share held by him whether alone or jointly with any other person together with interest and expenses (if any) to the Company.

**57. Appointment of proxy**

- (A) A member who is entitled to attend and vote at a general meeting is entitled to appoint another person, or two or more persons in respect of different shares held by him, as his proxy to exercise all or any of his rights to attend and to speak and to vote at the meeting. A proxy need not be a member of the Company.
- (B) An instrument appointing a proxy shall be in any usual form or in any other form which the Board may approve, whether in hard copy or electronic form, and shall be executed by or on behalf of the appointor. Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting. An instrument appointing a proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting to which it relates.
- (C) The instrument appointing a proxy shall:
  - (i) if in hard copy form, be received at the Registered Office or at such other place in the United Kingdom as is specified in the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, by a time not less than forty-eight (48) hours (or such shorter time as the Directors may determine) before the time appointed for holding the meeting concerned (and, subject to the statutes, there shall also be deposited at the same place and by the same time the power of attorney or other authority, if any, under which such instrument is signed, or a copy of the authority certified notarially or in some other way approved by the Board);
  - (ii) if in electronic form, be received at any address specified by the Company for the purpose of receiving proxy appointments in electronic form in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting by a time not less than forty-eight hours (or such shorter time as the Directors may determine) before the time appointed for holding the meeting concerned; and
  - (iii) if in hard copy or electronic form, in the case of a poll taken more than forty-eight (48) hours after it was demanded, be received at the place or address referred to

in paragraphs (C)(i) or (ii) of this Article after the poll has been demanded and not less than twenty-four (24) hours before the time appointed for taking the poll,

and, subject to the statutes, an instrument of proxy which (or in respect of which any other document referred to in paragraph (C)(i) of this Article) is not received in a manner and within the time limits set out above in this paragraph (C) shall be invalid (unless and to the extent that the Board, in its absolute discretion in relation to any such instrument, waives any such requirement). An instrument appointing a proxy will not be valid after twelve (12) months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date.

- (D) Where the appointment of a proxy is expressed to have been or purports to have been executed by a duly authorised person on behalf of a member:
  - (i) the Company may treat the appointment as sufficient evidence of that person's authority to execute the appointment of proxy on behalf of that member; and
  - (ii) the member shall, if requested by or on behalf of the Company, send or procure the sending of any authority under which the appointment of proxy has been executed, or a certified copy of any such authority to such address and by such time as referred to in paragraph (C) of this Article and, if the request is not complied with in any respect, the appointment of proxy may be treated as invalid.
- (E) For the purposes of calculating any period of time under this Article or the next Article headed "**Termination of proxy or corporate authority**", no account need be taken by the Company of any part of a day that is not a working day.
- (F) When two or more valid but differing instruments of proxy are received in respect of the same share for use at the same meeting or poll and in respect of the same matter, the one which is last validly received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards to that share. If the Company is unable to determine which instrument was last validly received, none of them shall be treated as valid in respect of that share, provided that if the Company determines that it has insufficient evidence to decide whether or not an instrument of proxy is in respect of the same share, it shall be entitled to determine which instrument of proxy (if any) is to be treated as valid.
- (G) An instrument appointing a proxy shall be deemed (unless the contrary is stated in it) to confer authority to demand or join in demanding a poll and to vote on a resolution or an amendment of a resolution put to, or other business which may properly come before, the meeting or meetings for which it is given, as the proxy thinks fit and shall also be deemed to confer on the proxy the right to speak at the meeting.
- (H) The Board may, if it thinks fit but subject to the statutes, at the expense of the Company send instruments of proxy to members (with or without provision for their return pre-paid) for use at any general meeting, either in blank or nominating as proxy in the alternative any one or more of the Directors or any other person, if for the purpose of meeting invitations to appoint as proxy a person or one of a number of persons, specified in the invitations are issued at the Company's expense, they shall be issue to all (and not to some only) of the members entitled to be sent a notice of the meeting and to vote thereat by proxy. Any omission to send such an instrument or any invitation to appoint a proxy in relation to a general meeting to, or the non-receipt of such instrument or invitation by, any member shall not invalidate the proceedings at the meeting concerned.
- (I) The omission or failure by any proxy to act in accordance with any instructions given to him by his appointor shall not invalidate any vote cast by him or any resolution passed at the general meeting concerned.

#### **58. Termination of proxy or corporate authority**

Subject to the statutes, a vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the

authority of the person voting or demanding a poll, unless notice of the termination was received in writing either by (i) the Company at the Registered Office, or at such other place or address at which the instrument of proxy was duly deposited or (ii) any person (other than the Company) named in the notice convening the general meeting concerned at such place or address as specified in that notice, at least one hour before the time appointed for the holding of the meeting at which the vote is given or the poll demanded or (in the case of a poll not taken on the same day as the meeting) at least one hour before the time appointed for taking the poll.

**59. Corporate representatives**

- (A) A corporation which is a member 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 general meeting of the Company. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it. All references in these Articles to attendance and voting in person shall, subject to the statutes, be construed accordingly. A Director, the Secretary or some other person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to such person before permitting him to exercise his powers.
- (B) A vote given or poll demanded by a corporate representative shall be valid notwithstanding that he is no longer authorised to represent the member unless notice of the termination was delivered in writing to the Company at such place or address and by such time as is specified in Article 58.

**60. Amendment to resolutions**

- (A) If an amendment shall be proposed to any resolution but shall in good faith be ruled out of order by the chairman, any error in such ruling shall not invalidate the proceedings on the substantive resolution.
- (B) In the case of a resolution duly proposed as a special resolution, no amendment to it (other than an amendment to correct a manifest error and where the amendment does not go beyond what is necessary to correct a clear error in the resolution) may be considered or voted on and in the case of a resolution duly proposed as an ordinary resolution no amendment to it (other than an amendment to correct a manifest error) may be considered or voted on unless either:
  - (i) at least forty-eight (48) hours prior to the time appointed for holding the meeting at which such ordinary resolution is to be proposed (which, unless the Board decides otherwise, shall be calculated without taking account of any part of a day that is not a working day) notice of the terms of the amendment and intention to move it has been received in hard copy form at the Registered Office or at such other place as may be specified by or on behalf of the Company for that purpose and the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution; or
  - (ii) the chairman in his absolute discretion decides that it may be considered or voted on.

**61. Objection to error in voting**

- (A) No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote, except at the meeting at which the vote objected to is given or tendered or at which the error occurs. Any such objection or error shall be referred to the chairman, who shall not be obliged to take it into account unless he considers it to be of sufficient magnitude to affect the decision of the meeting. The chairman's decision on such matters shall be final and binding on all concerned.
- (B) The Company shall not be bound to enquire whether any proxy or corporate representative votes in accordance with the instructions given to him by the member he represents and if a

proxy or corporate representative 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.

## FAILURE TO DISCLOSE INTERESTS IN SHARES

### 62. Failure to disclose interests in shares

(A) For the purpose of this Article:

- (i) **"Exempt Transfer"** means, in relation to shares held by a member:
  - (a) a transfer pursuant to acceptance of a takeover offer (as defined in Part 28 of the 2006 Act) for the Company or in relation to any of its shares;
  - (b) a transfer in consequence of a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) operated in the United Kingdom or any other stock exchange selected by the Company outside the United Kingdom on which any shares are normally traded; or
  - (c) a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale in good faith of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares;
- (ii) **"interested"** is construed as it is for the purpose of Part 22 of the 2006 Act;
- (iii) **"transfer"** means a transfer of a share or (where applicable) a renunciation of a renounceable letter of allotment or other renounceable document of title relating to a share;
- (iv) a person, other than the member holding a share, shall be treated as appearing to be interested in such share if the member has informed the Company that the person is or may be so interested, or if the Company (after taking account of information obtained from the member or, pursuant to a section 793 notice, from anyone else) knows or has reasonable cause to believe that the person is or may be so interested; and
- (v) reference to a person having failed to give to the Company information required by a section 793 notice, or being in default of supplying such information, includes references to his having:
  - (a) failed or refused to give all or any part of such information;
  - (b) given information which he knows to be false in a material particular or recklessly given information which is false in a material particular; and
  - (c) reference to the Company knowing or having reasonable cause to believe that any of the information provided is false or materially incorrect or incomplete.

(B) Where notice is given by the Company under section 793 of the 2006 Act (a **"section 793 notice"**) to a member, or another person appearing to be interested in shares held by such member, and the member or other person has failed in relation to any shares (**"Default Shares"**), which expression applies also to any shares issued after the date of the section 793 notice in respect of those shares and to any other shares registered in the name of such member at any time whilst the default subsists) to give the Company the information required within fourteen (14) days after the date of service of the section 793 notice, unless the Board otherwise decides:

- (i) the member is not entitled in respect of the Default Shares to be present or to vote at a general meeting or on a poll, or to exercise any other rights conferred by membership in relation to the meeting or poll; and
- (ii) where the Default Shares represent at least 0.25 per cent, in nominal value of the issued shares of their class:

- (a) a dividend (or any part of a dividend) or other distribution or amount payable in respect of the Default Shares (except on a winding up of the Company) may be withheld by the Company, which shall have no obligation to pay interest on it;
  - (b) the member shall not be entitled to elect, pursuant to these Articles or otherwise, to receive shares instead of a dividend; and
  - (c) the Board may, in its absolute discretion, refuse to register the transfer of any Default Shares (subject to the statutes) unless:
    - (1) the transfer is an Exempt Transfer; or
    - (2) the member is not himself in default in supplying the information required and proves to the satisfaction of the Board that no person in default of supplying the information required is interested in any of the shares which are the subject of the transfer.
- (C) The sanctions under paragraph (B) of this Article shall cease to apply seven days after the earlier of:
- (i) receipt by the Company of notice of an Exempt Transfer, but only in relation to the shares transferred; and
  - (ii) receipt by the Company, in a form satisfactory to the Board, of all the information required by the section 793 notice.
- (D) The Board may:
- (i) give notice to any member holding Default Shares in uncertificated form requiring the member:
    - (a) to change his holding of such shares from uncertificated form into certificated form within a specified period; and
    - (b) to hold such Default Shares in certificated form for so long as the default subsists; and
  - (ii) appoint any person to take any steps, by instruction by means of the Uncertificated System or otherwise, in the name of any holder of Default Shares as may be required to change such shares from uncertificated form into certificated form (and such steps shall be effective as if they had been taken by such holder).
- (E) The provisions of this Article are in addition and without prejudice to the provisions of the statutes.

## **APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS**

### **63. Number of Directors**

Unless and until otherwise determined by the Company by ordinary resolution, the number of Directors shall be not less than five (5) but the Company may by ordinary resolution from time to time vary the minimum number and may also fix and from time to time vary the maximum number of directors.

### **64. No share qualification**

A Director need not hold any shares.

### **65. Company's power to appoint Directors**

Subject to these Articles, the Company may by ordinary resolution appoint as a Director a person who is willing to act as such, either to fill a vacancy or as an addition to the existing Directors, subject to the total number of Directors not exceeding any maximum number fixed by or in accordance with these Articles.

**66. Board's power to appoint Directors**

Without prejudice to these Articles, the Board shall have power at any time to appoint as a Director any person who is willing to act as such, either to fill a vacancy or as an addition to the existing Board, subject to the total number of Directors not exceeding any maximum number fixed by or in accordance with these Articles. A Director so appointed shall retire at the next annual general meeting notice of which is first given after his appointment and shall then be eligible for reappointment.

**67. Appointment of executive Directors**

Subject to the statutes, the Board may appoint any Director to hold any employment or executive office with the Company for such period and on such terms as the Board may decide. The Board may revoke, terminate or vary the terms of any such appointment, without prejudice to any claim for damages which the Director may have for breach of contract against the Company.

**68. Eligibility of new Directors**

No person shall be appointed as a Director at any general meeting unless:

- (i) he is recommended for appointment by the Board; or
- (ii) not less than seven nor more than twenty-eight (28) days before the date appointed for the holding of the meeting, a notice executed by a member (other than the person to be proposed) qualified to vote at the meeting has been received by the Company at the Registered Office of the intention to propose such 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, accompanied by a notice executed by that person of his willingness to be appointed.

**69. Retirement of Directors at annual general meeting**

At each annual general meeting all of the Directors shall retire from office except any Director appointed by the Board after the notice of that annual general meeting has been given and before that annual general meeting has been held.

**70. Position of retiring Director**

- (A) A Director who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed or deemed to have been re-appointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.
- (B) At any general meeting at which a Director retires the Company may fill the vacancy and, if it does not do so, the retiring Director shall, if willing, be deemed to have been reappointed unless it is expressly resolved not to fill the vacancy or a resolution for the reappointment of the Director is put to the meeting and lost.

**71. Removal by ordinary resolution**

In addition to any power of removal under the statutes, the Company may:

- (i) by ordinary resolution remove any Director before the expiration of his period of office, but without prejudice to any claim for damages which he may have for breach of contract against the Company: and
- (ii) by ordinary resolution appoint as a Director another person who is willing to act as such in his place (subject to these Articles).

**72. Vacation of Director's office**

- (A) Without prejudice to the provisions in these Articles for retirement, the office of a Director shall be vacated if:
  - (i) he resigns by notice delivered to the Secretary at the Registered Office or tendered at a Board meeting;

- (ii) he only held office as a Director for a fixed term and such term expires;
  - (iii) he ceases to be a Director by virtue of any provision of the statutes, is removed from office pursuant to these Articles or the statutes or becomes prohibited by law from being a Director;
  - (iv) he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the court for an interim order in connection with a voluntary arrangement under any legislation relating to insolvency;
  - (v) he is absent, without permission of the Board, from Board meetings for six consecutive months (whether or not an alternate Director attends in his place), and the Board resolves that his office be vacated;
  - (vi) he is removed from office by notice addressed to him at an address of his shown in the Company's register of directors and signed by either (i) not less than three-quarters in number of all the Directors with such signing Directors being at least three in number or (ii) the other Directors (without prejudice to any claim for damages which he may have for breach of contract against the Company), and such notice may consist of several documents in the same form each executed or otherwise confirmed in writing by one or more of the Directors concerned;
  - (vii) in the case of a Director who holds executive office, his appointment to such office is terminated or expires and the Board resolves that his office be vacated; or
  - (viii) in the case of a Director who is an employee of a Group Undertaking, he ceases to be employed by such Group Undertaking (and is not an employee of any other Group Undertaking) for any reason, other than in circumstances where the Board resolves that a Director who holds executive office continue in office as a Director in a non-executive capacity.
- (B) A resolution of the Board declaring a Director to have vacated office pursuant to this Article shall be conclusive as to the fact and grounds of vacation stated in the resolution.
- (C) Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of contract of service between the Director and the Company.

## **ALTERNATE DIRECTORS**

### **73. Appointment**

- (A) A Director (other than an alternate Director) may appoint any other Director or any person approved for that purpose by the Board and willing to act, to be his alternate by notice delivered to the Secretary at the Registered Office, or in any other manner approved by the Board.
- (B) The appointment of an alternate Director who is not already a Director shall:
- (i) require the approval of either a majority of the Directors or the Board by way of a Board resolution; and
  - (ii) not be effective until his consent to act as a Director in the form prescribed by the statutes has been received at the Registered Office.
- (C) An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum or minimum number of Directors allowed by these Articles.

### **74. Responsibility**

Every person acting as an alternate Director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults, in addition to any restrictions which may apply to him personally, be subject to the same restrictions as his appointor, and shall not be deemed to be the agent of the Director appointing him.

**75. Participation at Board meetings**

An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor (other than the power to appoint an alternate Director). A Director acting as alternate Director shall have a separate vote at Board meetings for each Director for whom he acts as alternate Director, but he shall count as only one for the purpose of determining whether a quorum is present.

**76. Interests**

An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified in the same way and to the same extent as a Director. However, he shall not be entitled to receive from the Company any fees for his services as alternate, except only such part (if any) of the fee payable to his appointor as such appointor may by notice to the Company direct. Subject to this Article, the Company shall pay to an alternate Director such expenses as might properly have been paid to him if he had been a Director.

**77. Termination of appointment**

An alternate Director shall cease to be an alternate Director:

- (i) if his appointor revokes his appointment by notice delivered to the Secretary at the Registered Office or in any other manner approved by the Board; or
- (ii) if his appointor ceases for any reason to be a Director but, if a Director retires pursuant to these Articles but is re-elected at the meeting at which he retires, any appointment of an alternate directors made by him which was in force immediately prior to his retirement shall continue after his re-election; or
- (iii) if any event happens in relation to him which, if he were a Director, would cause his office as Director to be vacated.

**BOARD POWERS**

**78. Board powers**

The business of the Company shall be managed by the Board, which may exercise all the powers of the Company (whether relating to the management of the business or not) and may do on behalf of the Company all such acts as may be done by or on behalf of the Company and as are not, by the statutes or by these Articles, required to be exercised or done by the Company in general meeting, subject to (i) the statutes, (ii) these Articles, and (iii) such directions (whether or not consistent with these Articles) as may be prescribed by the Company by special resolution. No such direction and no alteration of the these Articles shall invalidate any prior act of the Board which would have been valid if such direction had not been given or such alteration had not been made. The provisions in these Articles giving specific powers to the Board shall not limit the general powers given by this Article.

**79. Directors below the minimum number**

If the number of Directors is less than the minimum prescribed in accordance with these Articles, the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting for the purpose of making such appointment. If there are no Director or Directors able or willing to act, any two members may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall hold office (subject to these Articles) only until the dissolution of the annual general meeting next following such appointment unless he is re-elected during such meeting.

#### **80. Delegation to executive Directors**

The Board may delegate to a Director holding executive office any of its powers, authorities and discretions for such time and on such terms and conditions as it shall think fit. The Board may grant to a Director the power to sub-delegate, and may retain or exclude the right of the Board to exercise the delegated powers, authorities or discretions collaterally with the Director. The Board may at any time revoke the delegation or alter its terms and conditions.

#### **81. Delegation to committees**

(A) The Board may delegate any of its powers, authorities and discretions for such time and on such terms and conditions as it shall think fit to a committee consisting of one or more Directors and (if thought fit) one or more other persons. The Board may grant to the committee the power to sub-delegate, and may retain or exclude the right of the Board to exercise the delegated powers, authorities or discretions collaterally with the committee. The Board may at any time revoke the delegation or alter its terms and conditions or discharge the committee in whole or in part. Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Board and that power, authority or discretion has been delegated by the Board to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

(B) The Board's power under these Articles to delegate to a committee:

- (i) includes the power to delegate the determination of any fee, monies, remuneration or other benefit to be paid or provided to any Director and the power to authorise any situation or matter to which section 175 of the 2006 Act applies; and
- (ii) is not limited by the fact that in some Articles but not others express reference is made to particular powers being exercised by the Board or by a committee.

#### **82. Local management**

The Board may establish local or divisional boards, agencies or branch offices for managing the affairs of the Company in a specified locality, either in the United Kingdom or elsewhere, and may appoint persons to be members of a local or divisional board, agency or branch office and may fix their remuneration. The Board may delegate to a local or divisional board, agency or branch office any of its powers, authorities and discretions for such time and on such terms and conditions as it thinks fit. The Board may grant to such local or divisional board, agency or branch office the power to sub-delegate, may retain or exclude the right of the Board to exercise the delegated powers, authorities or discretions collaterally with the local or divisional board, agency or branch office and may authorise the members of a local or divisional board, agency or branch (or any of them) to fill a vacancy or to act despite a vacancy. The Board may at any time revoke or alter the terms and conditions of the appointment or delegation. Subject to the terms and conditions imposed by the Board, the proceedings of a local or divisional board, agency or branch office with two or more members are governed by those Articles that regulate the proceedings of the Board, so far as applicable.

#### **83. Delegation to agents**

The Board may, by power of attorney or otherwise, appoint a person to be the agent of the Company and may delegate to such person any of its powers, authorities and discretions for such purposes, for such time and on such terms and conditions (including as to remuneration) as it thinks fit. The Board may grant the power to sub-delegate and may retain or exclude the right of the Board to exercise the delegated powers, authorities or discretions collaterally with the agent. The Board may at any time revoke or alter the terms and conditions of the appointment or delegation.

#### **84. Exercise of voting power**

The Board may exercise or cause to be exercised the voting power conferred by shares in any other body corporate held or owned by the Company, and any power of appointment exercisable by the Company, in any manner it thinks fit (including the exercise of the voting

power or power of appointment in favour of the appointment of any Director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).

**85. Provision for employees**

The Board may exercise any power conferred on the Company by the statutes to make provision for the benefit of persons employed or formerly employed by any Group Undertaking in connection with the cessation or the transfer to any person of the whole or part of the undertaking of such Group Undertaking.

**86. Overseas registers**

- (A) Subject to the statutes, the Company may cause to be kept in any territory an overseas branch register of members resident in such territory, and the Board may make and vary such provisions as it may think fit regarding the keeping of any such register.
- (B) Subject to the statutes, the Board may determine that any shares or class of shares held on any overseas branch register of members may be held in uncertificated form in accordance with any system operated outside the United Kingdom which enables title to such shares to be evidenced and transferred without a written instrument and which is a "relevant system" for the purpose of the Uncertificated Securities Regulations.

**87. Associate directors**

The Board may appoint any person (not being a Director) 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 designation or title and may terminate any such appointment or the use of 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 such person is, or is deemed to be, or is empowered in any respect to act as, a Director for any of the purposes of the statutes or these Articles.

**88. Borrowing powers**

- (A) Subject as hereinafter provided the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property, assets and uncalled capital, and (subject to the statutes) 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.
- (B) 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 (as regards subsidiary undertakings so far as by such exercise they can secure) that the aggregate of the amounts borrowed by any Group Undertaking and remaining outstanding at any time (excluding borrowings to one Group Undertaking from another) shall not without the previous sanction of an ordinary resolution of the Company exceed an amount equal to the greater of either:
  - (i) two times the aggregate of:
    - (a) the nominal amount of the share capital of the Company issued and paid up, as shown in the audited balance sheet of the Company last laid before the Company in a general meeting; and
    - (b) the amounts shown as standing to the credit of the capital and revenue reserves, including share premium account, capital redemption reserve and profit and loss account (but deducting therefrom the amount, if any, standing to the debit of profit and loss account) in either a consolidation of the audited balance sheets of all the companies in the Group last laid before the members thereof respectively in general meeting or (at the Board's discretion) in the audited consolidated balance sheet of the Group last laid before the Company in general meeting; but

- (c) adjusted in respect of any variations in the issued and paid up share capital, share premium account or capital redemption reserve effected or any distributions made (otherwise than within the Group) since the date of such balance sheets except insofar as provided therein; and
- (d) excluding therefrom any amounts set aside for taxation and, to the extent included, any amounts attributable to outside shareholdings in subsidiaries,

provided always that no such sanction shall be required to the borrowing of any monies intended to be applied and actually applied within six months of the repayment (with or without premium) of any monies previously borrowed and then outstanding, notwithstanding that the same may result in the said limit being exceeded during such period.

(ii) For the purpose of this Article:

- (a) share capital allotted shall be treated as issued and any share capital already called up or payable at any future date within the following twelve months shall be treated as already paid up and if the Company proposes to issue any shares for cash and the issue of such shares has been underwritten then such shares shall be deemed to have been issued and the subscription monies (including any premium) payable in respect thereof within the following twelve months shall be deemed to have been paid up;
- (b) any company which it is proposed shall become a subsidiary contemporaneously with any relevant transaction shall be treated as if it had already become a subsidiary;
- (c) the following shall (unless otherwise taken into account) be deemed to be included in monies borrowed:
  - (1) debentures issued in whole or in part for a consideration other than cash;
  - (2) amounts outstanding under acceptance credits (other than in respect of the purchase of goods in the ordinary course of trading);
  - (3) the nominal amount of any share capital issued and the principal amount of any monies borrowed, the redemption or repayment of which is guaranteed by the Company or by any subsidiary except insofar as such share capital is for the time being held by or such monies are for the time being owing to, and the beneficial interest therein is vested in, the Company or any subsidiary; and
  - (4) any fixed premium payable on final redemption or repayment of any debentures or other borrowed monies or share capital shall be taken into account as an addition to the principal or nominal amount thereof.

(C) No person dealing with any Group Undertaking shall by reason of the foregoing provision be concerned to see or enquire whether the said limit 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 the security given express notice that the said limit had been or would thereby be exceeded.

## **DIRECTORS' REMUNERATION, EXPENSES AND BENEFITS**

### **89. Fees**

The Company shall pay to the Directors (but not alternate Directors) for their services as Directors who do not hold executive office such aggregate amount of fees as the Board decides (not exceeding £1,000,000 per annum or such larger amount as the Company may by ordinary resolution decide). The aggregate fees shall be divided among the Directors in

such proportions as the Board decides or, if no decision is made, equally. A fee payable to a Director pursuant to this Article shall be distinct from any salary, bonuses, remuneration or other amount payable to him pursuant to other provisions of these Articles (including Article 92) and shall accrue from day to day.

**90. Expenses**

- (A) A Director may be paid all travelling, hotel and other reasonable expenses properly incurred by him in connection with his attendance at meetings to which these Articles apply or otherwise in connection with the discharge of his duties as a Director, including any professional fees incurred by him (with the approval of the Board or in accordance with any procedures prescribed by the Board) in taking independent professional advice in connection with the discharge of such duties.
- (B) The Company may, subject to the statutes:
- (i) provide any Director with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the statutes; and
  - (ii) do anything to enable him to avoid incurring any such expenditure.

**91. Remuneration of executive Directors**

A Director appointed to hold employment or any executive office in accordance with the Articles shall receive such remuneration (whether specifically by way of salary, bonus, commission, participation in profits, provision for retirement or insurance benefit, or partly in one way and partly in another, or otherwise) as may be determined by the Board (including, for the avoidance of doubt, by the Board acting through a duly authorised Board committee), and may be in addition to or instead of a fee payable to him for his services as Director pursuant to these Articles.

**92. Special remuneration**

A Director who, at the request of the Board, goes or resides abroad, makes a special journey or performs a special service on behalf of or for the Company (including services as a chairman or deputy-chairman of the Board, services as a member or chairman of any Board committee and services which the Board considers to be outside the scope of the ordinary duties of a Director) may be paid such reasonable additional remuneration (whether by way of salary, bonus, commission, percentage of profits or otherwise) and expenses as the Board (including, for the avoidance of doubt, the Board acting through a duly authorised Board committee) may decide.

**93. Pensions and other benefits**

The Board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (by insurance or otherwise) for a person who is or has at any time been a Director, an officer or a director or an employee of a company which is or was a Group Undertaking, a company which is or was allied to or associated with a Group Undertaking or a predecessor in business of a Group Undertaking (and for any member of his family, including a spouse or former spouse, or a person who is or was dependent on him). For this purpose the Board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The Board may arrange for this to be done by the Company alone or in conjunction with another person. A Director or former Director is entitled to receive and retain for his own benefit any pension or other benefit provided in accordance with this Article and is not obliged to account for it to the Company.

## DIRECTORS' PROCEEDINGS

### 94. Board meetings

Subject to these Articles, the Board may regulate its proceedings as it thinks fit.

### 95. Notice of Board Meetings

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 duly given to a Director if it is given to him personally or by word of mouth or by electronic means at an address given by him to the Company for that purpose or sent in writing to his last known address within the United Kingdom or any other address within the United Kingdom given to the Company by him for such purpose. It shall not be necessary to give notice of a Board meeting to a Director who is absent from the United Kingdom unless the Director has notified the Company in writing of an address in the United Kingdom or an electronic address at which notice of such meetings is to be given to him when he is absent from the United Kingdom. A Director may waive the requirement that notice of any Board meeting be given to him, either prospectively or retrospectively.

### 96. Quorum

Subject to these Articles, no business shall be transacted at any meeting of the Board unless a quorum is present. The quorum may be fixed by the Board and unless so fixed at any other number shall be two. A Director shall not be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote (or when his vote cannot be counted) but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting. An alternate Director who is not himself a Director shall, if his appointor is not present, be counted in the quorum. A duly convened Board meeting at which a quorum is present shall be competent to exercise any and all of the authorities, discretions and powers vested in or exercisable by the Board.

### 97. Board chairman

The Board may appoint any Director to be, and may remove, a chairman and a deputy-chairmen of the Board. The chairman or, in his absence, the deputy-chairman shall preside at all Board meetings. If there is no chairman or deputy-chairman, or if at a Board meeting neither the chairman nor the deputy-chairman is present within five minutes after the time appointed for the holding of the meeting, or if neither of them is willing to act as chairman, the Directors present may choose any Director present to be chairman of the meeting. The chairman of a Board meeting is "the chairman" for the purposes of all provisions in these Articles concerning that meeting.

### 98. 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 (unless he is not entitled to vote on the resolution in question, in which case if there is an equality of votes the matter shall be treated as not having been decided).

### 99. Audio-visual participation

A Director or his alternate Director may participate in a meeting of the Board through the medium of conference telephone, video conferencing or any other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Subject to the statutes, all business transacted in this way by the Board shall be deemed for the purposes of the Articles to be validly and effectively transacted at a meeting of the Board even if one Director only is physically present at any one place. The meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman then is.

#### **100. Written resolutions**

- (A) A resolution in writing agreed to by all the Directors for the time being entitled to receive notice of a Board meeting and who would be entitled to vote (and whose vote would have been counted) on the resolution at a meeting of the Directors shall (if that number is sufficient to constitute a quorum), or by all the members of a committee of the Board for the time being entitled to receive notice of the meetings of such committee and who would be entitled to vote (and whose vote would have been counted) on the resolution at a meeting of the committee shall (if that number is sufficient to constitute a quorum), shall be as valid and effective for all purposes as a resolution duly passed at such a meeting (a "**written resolution**").
- (B) A written resolution:
- (i) may consist of several documents in the same form each executed or otherwise confirmed in writing by one or more of the Directors or members of the relevant committee;
  - (ii) need not be signed by an alternate Director if it is signed by his appointor;
  - (iii) if signed by an alternate Director, need not also be signed by his appointor; and
  - (iv) to be effective, need not be signed by a Director who is prohibited by these Articles from voting on it, or by his alternate.

#### **101. Committee proceedings**

Proceedings of committees of the Board shall be conducted in accordance with regulations prescribed by the Board (if any). Subject to those regulations, such proceedings shall be conducted in accordance with applicable provisions of these Articles regulating the proceedings of the Board. Where the Board resolves to delegate any of its powers, authorities and discretions to a committee and such resolution states that the committee shall consist of any one or more unnamed Directors, it shall not be necessary to give notice of a meeting of such committee to any Directors other than the Director or Directors who form the committee.

#### **102. Minutes**

- (A) The Board shall cause minutes to be made of:
- (i) all appointments of officers and committees made by the Board and of any such officer's remuneration; and
  - (ii) the names of Directors present at every meeting of the Board, a committee of the Board, the Company or the holders of any class of shares or debentures, and all orders, resolutions and proceedings of such meetings.
- (B) Any such minutes, if purporting to be signed by the chairman at which the proceedings were held or by the chairman of the next succeeding meeting or the Secretary, shall be prima facie evidence of the matters stated in them.

#### **103. Records**

Subject as required by the statutes, any register, index, minute book or accounting records required by these Articles or by law to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against, and for facilitating the discovery of, falsification.

#### **104. Validity of proceedings**

All acts done in good faith by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director, an alternate Director or a committee member shall, notwithstanding that it may be discovered afterwards that there was a defect in the appointment of any person so acting 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, alternate Director or committee member and entitled to vote.

## **INTERESTS OF DIRECTORS**

### **105. Directors' power to authorise conflicts**

- (A) The Directors may authorise any situation or matter relating to a particular Director to which section 175 of the 2006 Act applies (each a "**Conflict Matter**"), subject to that section, on such terms (if any) as they think fit. Before any such authorisation (a "**Conflict Authorisation**") is given, a Director (whether or not the Director concerned) shall propose to the Directors, in accordance with the Board's normal procedures for putting proposals to the Directors for their consideration and approval at a meeting of the Board or by way of written resolution or with such other procedures as the Directors may determine, that the Conflict Matter concerned be so authorised. The Directors may terminate or withdraw a Conflict Authorisation at any time by giving notice to the Director concerned.
- (B) Any terms to which a Conflict Authorisation is made subject ("**Conflict Authorisation Terms**") may include, in each case at the Directors' discretion, that the Director concerned:
- (i) is not obliged to disclose to the Company confidential information obtained by him (other than in his capacity as its Director or as its employee or agent or, if the Directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company, where to do so would amount to a breach of a duty of confidence, previously disclosed to the Directors by the Director concerned, to any third party; and
  - (ii) may absent himself from any Board discussions, and make arrangements not to receive documents and information, relating to the Conflict Matter concerned for so long as he reasonably believes that, as a Director, he has or may have a conflict of interest in respect of it,

and the Company will not treat anything done, or omitted to be done, by the Director concerned in accordance with the Conflict Authorisation Terms as a breach of duty under the following sections of the 2006 Act - section 172 (duty to promote the success of the company), section 173 (duty to exercise independent judgement) and section 174 (duty to exercise reasonable care, skill and diligence).

- (C) Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office may be a director or other officer of, or be employed by, or hold any position with, or be a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested.

### **106. Directors permitted to retain benefits**

- (A) A Director is not required, by reason of being a Director, to account to the Company for any profit, remuneration or other benefit which he derives from or in connection with a Conflict Matter which has been authorised by the Board pursuant to the preceding Article, or by the Company in general meeting (subject to any terms, limits or conditions attaching to such authorisation).
- (B) Provided he has disclosed his interest in the matter concerned in accordance with the statutes, a Director is not required, by reason of being a Director, to account to the Company for any profit, remuneration or other benefit which he derives from or in connection with:
- (i) being interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested;
  - (ii) holding any other office or place of profit under the Company, except that of auditor, in conjunction with the office of Director and acting by himself or through his firm in a professional capacity for the Company (and being entitled to remuneration as the

Board may arrange, either in addition to or in lieu of any remuneration provided for by any other Article); and

- (iii) being a director or other officer of, or employed by, or a party to any contract, arrangement, transaction or proposal with or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment.
- (C) The Company will not treat the receipt by the Director of any profit, remuneration or other benefit referred to in paragraphs (A) or (B) of this Article as a breach of duty under section 176 of the 2006 Act (duty not to accept benefits from third parties). No such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest, profit, remuneration or other benefit.

#### **107. Interested Director not to vote or count for quorum**

A Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board concerning any contract or arrangement or any other proposal to which the Company is or is to be a party and in which he has an interest which is to his knowledge a material interest (otherwise than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company), other than a resolution:

- (i) relating to the giving of any security, guarantee or indemnity to him in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of a Group Undertaking;
- (ii) relating to the giving of any security, guarantee or indemnity in respect of a debt or obligation of a Group Undertaking for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (iii) relating to, or in the context of, an offer of securities by a Group Undertaking in which he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
- (iv) relating to another company in which he does not have to his knowledge an interest (as that term is used in Part 22 of the 2006 Act) in shares representing one per cent, or more of either any class of the equity share capital, or the voting rights in, such company;
- (v) relating to an arrangement for the benefit of employees of any Group Undertaking which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
- (vi) concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons including any Director; or
- (vii) any proposal for the Company (1) to provide him with an indemnity permitted by the statutes, (2) to provide him with funds in circumstances permitted by the statutes to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the statutes, or (3) to do anything to enable him to avoid incurring any such expenditure.

#### **108. Director's interest in own appointment**

A Director shall not vote or be counted in the quorum on any resolution of the Board concerning his own appointment (including fixing or varying or recommending the terms of his appointment or its termination) as a holder of any office or place of profit with the Company or any body corporate in which the Company is interested. Where proposals are under consideration concerning the appointment (including fixing or varying or recommending the terms of appointment or the termination thereof) of two or more Directors to offices or places of profits with the Company or any body corporate in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not debarred from voting

under these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

**109. Conclusive rulings on Directors' interests**

- (A) If any question arises at any meeting as to the materiality of the interest of a Director (other than the chairman) or as to the entitlement of any Director (other than the chairman) to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the chairman. The chairman's ruling in relation to such Director shall be conclusive and binding on all concerned (except in a case where the nature or extent of the interest of such Director, as known to him, has not been adequately disclosed to the meeting).
- (B) If any question arises at any meeting as to the materiality of the interest of the chairman or as to his entitlement to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be decided by a resolution of the Directors or committee members present at the meeting (excluding the chairman), whose majority vote shall be conclusive and binding on all concerned (except in a case where the nature or extent of the interest of such chairman, as known to him, has not been adequately disclosed to the meeting).

**SECRETARY**

**110. Secretary**

- (A) Subject to the statutes, the Board shall appoint a Secretary and may appoint one or more persons to be a joint, deputy or assistant Secretary on such terms and conditions as it thinks fit. The Board may remove a person appointed pursuant to this Article from office (without prejudice to any claim for damages for breach of any contract of service between him and the Company) and appoint another or others in his place.
- (B) Any provision of the statutes or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in the place of, the Secretary, but subject to this, anything required or authorised by the statutes or these Articles to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary or, if there is no assistant or deputy Secretary capable of acting, by or to a Director authorised generally or specially for that purpose by the Board.

**SEALS AND DOCUMENT AUTHENTICATION**

**111. Application of Seal**

- (A) Any Seal may be used only by the authority of the Board or of a committee of the Board. The Board may decide who is to sign an instrument to which the Seal is to be affixed either generally or in relation to a particular instrument or type of instrument. The Board may decide, either generally or in a particular case, that a signature may be dispensed with or affixed by mechanical, electronic or other means. Unless otherwise decided by the Board:
  - (i) share certificates and certificates issued in respect of debentures or other securities to which the Seal is affixed (subject to the provisions of the relevant instrument) need not be signed or, if signed, a signature may be applied by mechanical, electronic or other means or may be printed; and
  - (ii) every other instrument to which the Seal is affixed shall be signed by one Director and by the Secretary or by two Directors or by a Director in the presence of a witness who attests the signature.
- (B) Every share certificate or share warrant shall be issued either under the Seal (which may be affixed to it or printed on by mechanical, electronic or other means) or in such other manner as the Board, having regard to the terms of issue and the statutes may authorise. All

references in these Articles to the Seal shall be construed in relation to share certificates and share warrants accordingly.

**112. Directors or Secretary to authenticate or certify**

A Director or the Secretary or any person appointed by the Board for the purpose may authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or holders of a class of shares or the Board or any committee of the Board and any books, records, documents and accounts relating to the business of the Company, and may certify copies of or extracts from any such items as true copies or extracts.

**DIVIDENDS AND OTHER PAYMENTS**

**113. Declaration**

Subject to the statutes and these Articles, the Company may by ordinary resolution declare a dividend to be paid to members according to their respective rights and interests in the profits of the Company. No such dividend shall exceed the amount recommended by the Board.

**114. Interim dividends**

Subject to the statutes, the Board may resolve that the Company pay such interim dividends (including any dividend payable at a fixed rate) as appears to the Board to be justified by the profits of the Company available for distribution. If at any time the share capital is divided into different classes, the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividend as well as on shares conferring preferential rights, unless at the time of payment any preferential dividend is in arrears. If the Board acts in good faith, no Director shall incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer by the lawful payment of an interim dividend on any shares ranking after those with preferential rights.

**115. Entitlement to dividends**

(A) Except as otherwise provided by these Articles or the rights attached to shares:

- (i) a dividend shall be declared and paid according to the amounts paid up (otherwise than in advance of calls) on the nominal value of the shares on which the dividend is paid; and
- (ii) dividends shall be apportioned and paid proportionately to the amounts paid up on the nominal value of the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms that it shall rank for dividend as from a particular date, it shall rank for dividend accordingly.

(B) Except as otherwise provided by these Articles or the rights attached to shares:

- (i) a dividend may be paid in any currency or currencies decided by the Board; and
- (ii) the Company may agree with a member that any dividend declared or which may become due in one currency will be paid to the member in another currency,

for which purpose the Board may use any relevant exchange rate current at any time as the Board may select for the purpose of calculating the amount of any member's entitlement to the dividend.

**116. Payment methods**

(A) Subject to the provisions of paragraph (D) in this Article, the Company may pay a dividend, interest or other amount payable in respect of a share:

- (i) by cheque, warrant or money order made payable to the order of the holder and sent to his registered address (or made payable to such other person or persons

and sent to such other address as the holder may notify to the Company in writing or in such other manner as the Board may decide); or

- (ii) by a bank, building society or other funds transfer system or by such other electronic means (including, in the case of an uncertificated share, through the Uncertificated System) to such account as the holder may notify to the Company in writing or in such other manner as the Board may decide; or
  - (iii) by such other means in accordance with any authority given to the Company to do so by or on behalf of the holder in a form or in a manner satisfactory to the Board.
- (B) The payment of a cheque, warrant or money order, and the making of a payment through a bank, building society or other funds transfer system or by such other electronic means (including, in the case of an uncertificated share, through the Uncertificated System) or by other means permitted by sub-paragraph (A)(iii) of this Article, will be a good discharge to the Company. Payment of any dividend or other sum in accordance with this Article is made at the risk of the holder. The Company will not be responsible for amounts lost or delayed in the course of transfer.
- (C) Any joint holder or other person jointly entitled to a share may give an effective receipt for a dividend, interest or other amount paid in respect of such share.
- (D) In respect of the payment of any dividend or other distribution in respect of shares, the Board may decide, and notify the holders, that:
- (i) one or more of the means described in paragraph (A) of this Article will be used for the payment and a holder may elect to receive payment by one of the means so notified in the manner prescribed by the Board;
  - (ii) one or more of the means described in paragraph (A) of this Article will be used for the payment unless a holder elects otherwise in the manner prescribed by the Board; or
  - (iii) one or more of the means described in paragraph (A) of this Article will be used for the payment and that holders will not be able to elect otherwise

The Board may for this purpose decide that different methods of payment may apply to different holders or groups of holders.

- (E) In the event that:
- (i) a holder does not specify an address, or does not specify an account of a type prescribed by the Board, or other details necessary in order to make a payment of a dividend or other distribution by the means by which the Board has decided in accordance with this Article that a payment is to be made, or by which the holder has elected to receive payment, and such address or details are necessary in order for the Company to make the relevant payment in accordance with such decision or election; or
  - (ii) payment cannot be made by the Company using the details provided by the holder, and reasonable enquiries have failed to establish another address or account of the person entitled to the payment, the Company shall not be obliged to send or transfer a dividend or other amount payable in respect of such share to such person until he notifies the Company of an address or account to be used for such purpose and the dividend or other distribution shall be treated as unclaimed for the purposes of these Articles.

**117. Deductions**

The Board may deduct from any dividend or other amounts payable to any person in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to any shares. The Company may apply the deducted amount to pay the sum owed to it.

**118. Interest**

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

**119. Unclaimed dividends**

- (A) All unclaimed dividends or other monies payable by the Company in respect of a share may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. The payment of any unclaimed dividend or other amount payable by the Company in respect of a share into a separate account shall not constitute the Company a trustee in respect of it. Any dividend unclaimed after a period of twelve (12) years from the date the dividend became due for payment shall be forfeited and shall revert to the Company.
- (B) If the Company sells the share under Article 29 and a period of twelve (12) years has passed, any dividend or other money payable in respect of the share outstanding at the time of sale shall be forfeited and the Company shall not be obliged to account to, or be liable in any respect to, the recipient or person who would have been entitled to the amount.

**120. Rights to cease sending payment and unclaimed payments**

- (A) The Company may cease to send any cheque or warrant, or to use any other method of payment, for any dividend payable in respect of a share if:
  - (iii) in respect of at least two consecutive dividends payable on that share the cheque or warrant has been returned undelivered or remains uncashed, or another method of payment has failed;
  - (iv) in respect of one dividend payable on that share, the cheque or warrant has been returned undelivered or remains uncashed, or another method of payment has failed, and reasonable enquiries have failed to establish any new address or account of the recipient; or
  - (v) a recipient does not specify an address, or does not specify an account of a type prescribed by the Directors, or other details necessary in order to make a payment of a dividend by the means by which the Directors have decided in accordance with these Articles that a payment is to be made, or by which the recipient has elected to receive payment, and such address or details are necessary in order for the company to make the relevant payment in accordance with such decision or election,  
  
but, subject to the provisions of these Articles, the Company may recommence sending cheques or warrants, or using another method of payment, for dividends payable on that share if the person or persons entitled so request and have supplied in writing a new address or account to be used for that purpose.
- (B) In cases where the Company makes a payment of a dividend or other sum which is a distribution in accordance with these Articles and that payment is rejected or refunded, such sum may be invested or otherwise made use of for the benefit of the Company until a valid address or account to which the payment shall be made is specified by or on behalf of relevant recipient (or, in the case of joint recipients, all joint recipients). If the Company does this, it will not be a trustee of the money and will not be liable to pay interest on it and any amount credited to an account of the Company is to be treated as having been paid to the relevant recipient (or, in the case of joint recipients, all joint recipients) at the time it is credited to that account.

### 121. Dividends in kind

A general meeting declaring a dividend may, on the recommendation of the Board, direct that it shall be satisfied wholly or partly by the distribution of assets (including paid up shares or securities of any other body corporate). Where any difficulty arises concerning such distribution, the Board may settle it as it thinks fit. In particular, the Board may;

- (i) issue fractional certificates or ignore fractions;
- (ii) fix the value for distribution of any assets, and may determine that cash shall be paid to any member on the footing of the value so fixed in order to adjust the rights of members; and
- (iii) vest any assets in trustees on trust for the persons entitled to the dividend.

### 122. Scrip dividends

- (A) The Board may, with the prior authority of an ordinary resolution and subject to such terms and conditions as the Board may determine, offer any holders of Ordinary Shares the right to elect to receive Ordinary Shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution, subject to the statutes and to the provisions of this Article.
- (B) An ordinary resolution under paragraph (A) of this Article may specify a particular dividend (whether or not declared), or may specify all or any dividends declared within a specified period, but such period may not end later than the beginning of the third annual general meeting next following the date of the meeting at which the ordinary resolution is passed.
- (C) The entitlement of each holder of Ordinary Shares to new Ordinary Shares shall be such that the relevant value of the entitlement shall be the cash amount, disregarding any tax credit, (or as near to such cash amount as the Board considers appropriate) that such holder would have received by way of dividend. For this purpose, "**relevant value**" shall be calculated by reference to the average of the middle market quotations for the Ordinary Shares on the London Stock Exchange as derived from the London Stock Exchange Daily Official List or such other source as the Board considers appropriate for the day on which the Ordinary Shares are first quoted "ex" the relevant dividend and the four subsequent dealing days, or in such other manner as may be determined by or in accordance with the ordinary resolution. A written confirmation or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount.
- (D) The Board may make any provision it considers appropriate in relation to an allotment made or to be made pursuant to this Article (whether before or after the passing of the ordinary resolution referred to in paragraph (A) of this Article), including:
  - (i) the giving of notice to holders of the right of election offered to them;
  - (ii) the provision of forms of election and/or a facility and a procedure for making elections through the Uncertificated System (whether in respect of a particular dividend or dividends generally);
  - (iii) determination of the procedure for making and revoking elections;
  - (iv) the place at which, and the latest time by which, forms of election and other relevant documents must be received in order to be effective;
  - (v) the disregarding or rounding up or down or carrying forward of fractional entitlements, in whole or in part, or the accrual of the benefit of fractional entitlements to the Company (rather than to the holders concerned); and
  - (vi) the exclusion from any offer of any holders of Ordinary Shares where the Board considers that the making of the offer to them would or might involve the contravention of any law or that for any other reason the offer should not be made to them.
- (E) The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on Ordinary Shares in respect of which a valid election has

been made ("**the elected Ordinary Shares**"). Instead additional Ordinary Shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined under this Article. For such purpose, the Board may capitalise out of any amount for the time being standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on that basis and apply it in paying up in full the appropriate number of new Ordinary Shares for allotment and distribution to the holders of the elected Ordinary Shares on that basis.

- (F) The additional Ordinary Shares when allotted shall rank pari passu in all respects with the fully paid Ordinary Shares in issue on the record date for the dividend in respect of which the right of election has been offered, except that they will not rank for any dividend or other entitlement which has been declared, paid or made by reference to such record date.
- (G) The Board may:
  - (i) do all acts and things which it considers necessary or expedient to give effect to any such capitalisation, and may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for such capitalisation and incidental matters and any agreement so made shall be binding on all concerned;
  - (ii) establish and vary a procedure for election mandates in respect of future rights of election and determine that every duly effected election in respect of any Ordinary Shares shall be binding on every successor in title to the holder of such shares; and
  - (iii) terminate, suspend or amend any offer of the right to elect to receive Ordinary Shares in lieu of any cash dividend at any time and generally implement any scheme in relation to any such offer on such terms and conditions as the Board may determine and take such other action as the Board may deem necessary or desirable in respect of any such scheme.

### **123. Reserves**

The Board may set aside out of the profits of the Company and carry to reserve such sums as it thinks fit. Such sums standing to reserve may be applied, at the Board's discretion, for any purpose to which the profits of the Company may properly be applied and, pending such application, may either be employed in the business of the Company or be invested in such investments as the Board thinks fit. The Board may divide the reserve into such special funds as it thinks fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as it thinks fit. The Board may also carry forward any profits without placing them to reserve.

### **124. Capitalisation of profits and reserves**

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

- (i) subject to this Article, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not available for distribution) or any sum standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution;
- (ii) appropriate the sum resolved to be capitalised to the holders of Ordinary Shares in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, unpaid on any shares held by them respectively, or in paying up in full new shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as

fully paid to those holders of Ordinary Shares or as the Board may direct, in those proportions, or partly in one way and partly in the other, but so that the share premium account, the capital redemption reserve and any profits or reserves which are not available for distribution may, for the purposes of this Article, only be applied in paying up new shares to be allotted to members credited as fully paid;

- (iii) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividend only to the extent that such partly paid shares rank for dividend;
- (iv) make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of fractions to the Company rather than to the holders concerned) or by payment in cash or otherwise as the Board may determine in the case of shares or debentures becoming distributable in fractions;
- (v) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for either:
  - (a) the allotment to them respectively, credited as fully paid, of any further shares or debentures to which they are entitled on such capitalisation; or
  - (b) the payment up by the Company on behalf of such members by the application thereto of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares,and so that any such agreement shall be binding on all such members; and
- (vi) generally do all acts and things required to give effect to such resolution.

## **RECORD DATES**

### **125. Board to fix date**

Notwithstanding any other provision of these Articles but without prejudice to the rights attached to any shares and subject to the statutes and paragraph (F) of the Article headed "**Communications to and from members**", the Company or the Board may by resolution fix any date ("**the record date**") as the date at the close of business (or such other time as the Board may decide) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue, notice, information, document or circular. A record date may be on or at any time before any date on which such item is paid, made, given or served or (in the case of any dividend, distribution, interest, allotment or issue) on or at any time before or after any date on which such item is recommended, resolved, declared or announced.

## **ACCOUNTS**

### **126. Access to accounting records**

No member (other than an officer of the Company) shall have any right of inspecting any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the court, by the Board or by an ordinary resolution.

## **COMMUNICATIONS**

### **127. Notices to be in writing**

Any notice to be given to or by any person pursuant to these Articles shall be in writing, unless otherwise provided elsewhere in these Articles, except that a notice calling a meeting of the Board need not be in writing.

### **128. Communications to and from members**

- (A) Subject to the statutes and unless otherwise provided for in these Articles, the Company may send or supply any document or information that is required or authorised to be sent or

supplied by it to a member or any other person by the statutes 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 by electronic means and/or by making it available on a website or otherwise, as the Company may determine. The Company Communication Provisions shall be deemed to apply, to the extent relevant, to the sending or supply of any such document or information that is required or authorised to be sent or supplied pursuant to these Articles or any such rules or regulations. At any time the Company may choose at its sole discretion to send any document or information in hard copy form alone to some or all members.

- (B) Subject to the statutes and unless otherwise provided for in these Articles, any document or information which is to be sent or supplied to the Company by or on behalf of any member or any person entitled by transmission to a share shall be sent or supplied in such form(s) and by such means as the Company may determine, provided that:
  - (i) such form(s) and means are permitted by the statutes, if applicable, for the purpose of sending or supplying a document or information of the type concerned pursuant to the Company Communication Provisions; and
  - (ii) any applicable condition or limitation specified in the statutes (including as to the address to which the document or information may be sent) is satisfied, unless otherwise permitted by the Board.
- (C) Where these Articles require a notice or other document to be signed or authenticated by a member or other person then any notice or other document sent or supplied in electronic form is sufficiently authenticated in any manner authorised by the Company Communications Provisions or in such other manner as may be approved by the Board. The Board may designate mechanisms for validating any such notice or other document, and any such notice or other document not so validated by use of such mechanisms shall be deemed not to have been received by the Company. Where a document or information is sent or supplied to the Company by one person on behalf of another, the Company may require such evidence of the former's authority to act on the latter's behalf as the Directors decide is reasonable.
- (D) Anything which would need (but for this Article) to be agreed or specified by the joint holders of a share with regard to any notice, document or information to be sent or supplied by the Company shall be taken for all purposes 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 of Members in respect of the share. Any notice, document or information which is authorised or required to be sent or supplied to joint holders of a share may be sent or supplied to the joint holder whose name stands first in the Register of Members in respect of the share, to the exclusion of the other joint holders. For the purposes of this Article, a joint holder having no registered address in the United Kingdom and not having supplied a service address within the United Kingdom may, subject to the statutes, be disregarded. This Article shall have effect in place of the Company Communications Provisions regarding joint holders of shares.
- (E) Subject to the statutes, the Company shall not be required to send notices, documents or information to a member who (having no registered address within the United Kingdom) has not supplied to the Company a service address within the United Kingdom.
- (F) Any notice or other document to be given to a member may be given by reference to the Register of Members as it stands at any time within the period of twenty-one (21) days before the day that the notice is given or (where and as applicable) within any other period permitted by the statutes. No change in the Register of Members after that time shall invalidate the giving of such notice or document or require the Company to give such item to any other person.

#### **129. Notices by advertisement**

- (A) If by reason of the suspension or curtailment of postal services in the United Kingdom or otherwise the Company is unable to give notice by post in hard copy form of a general meeting then such notice shall be deemed to have been given to all members entitled to receive such notice in hard copy form if it is advertised in at least two leading daily

newspapers widely circulated in the country in which the Company's registered office is located. Such notice shall be deemed to have been duly served on all members entitled to receive notice of such general meeting at noon on the day on which the first of such advertisement appears. In any such case the Company shall:

- (i) make such notice available on an appropriate website of the Company from the date of such advertisement until the conclusion of the meeting; and
  - (ii) send confirmatory copies of the notice to those members by post in hard copy form if, at least seven days before the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.
- (B) Any notice (other than a notice of general meeting) to be given by the Company to the members or any of them, and not otherwise provided for by these Articles, shall be sufficiently given if given by advertisement in at least one leading daily newspaper widely circulated in the country in which the Company's registered office is located. Any notice given by advertisement in accordance with this Article shall be deemed to have been served at noon on the day on which the advertisement first appears.

### **130. Evidence of receipt**

- (A) Any notice, document or information (including a share certificate) which is sent or supplied by the Company:
- (i) in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of twenty-four (24) hours (or, where first class mail is not used, forty-eight (48) hours) after the time it was posted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted;
  - (ii) by electronic means shall be deemed to have been received by the intended recipient twenty-four (24) hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed; and
  - (iii) by means of a website shall be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- (B) Any accidental failure on the part of the Company to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding. This Article shall have effect in place of the Company Communications Provisions relating to deemed delivery of notices, documents or information.
- (C) For the purposes of calculating the time when any notice, document or information sent or supplied by the Company is deemed to have been received by the intended recipient for the purposes of these Articles (regardless of whether the period is expressed in hours or days) full account shall be taken of any day, and any part of a day, that is not a working day. This Article shall have effect in place of the Company Communications Provisions regarding the calculation of the time when any such notice, document or information is deemed to have been received by the intended recipient.

### **131. Notice binding on transferees**

A person who becomes entitled to a share by transfer, transmission or otherwise shall be bound by any notice in respect of that share (other than a section 793 notice) which, before his name is entered in the Register of Members, has been given to the person from whom he derives his title.

**132. Notice to persons entitled by transmission**

- (A) Any notice, document or other information may be given by the Company to any person who claims to be entitled by transmission to a share in consequence of the death or bankruptcy of a member or otherwise by sending or delivering such notice, document or information in any manner authorised by these Articles, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any similar or equivalent description, provided that such person who claims to be entitled to a share shall first supply to the Company:
- (i) such evidence as the Board may reasonably require to show his title to the share; and
  - (ii) a service address in the United Kingdom.
- (B) Any notice, document or information so sent or supplied shall for all purposes be deemed to be duly sent or supplied to all persons interested (whether jointly with or as claiming through or under him) in the share.
- (C) Until the information required under paragraph (A) of this Article has been so supplied, any notice, document or other information may be given in any manner in which it might have been given if the event giving rise to the transmission had not occurred. The giving of notice in accordance with this Article shall be sufficient notice to all other persons interested in the share. This Article shall have effect in place of the Company Communication Provisions regarding the death or bankruptcy of a holder of shares in the Company.

**133. Power to stop sending communications to untraced members**

If on three consecutive occasions notices, documents or information sent or supplied to a member have been returned undelivered, the member shall not be entitled to receive any subsequent notice, document or information until he has supplied to the Company (or its agent) a new registered address, or a postal address within the United Kingdom, or (without prejudice to Article 125 shall have informed the Company, in such manner as may be specified by the Company, of an electronic address. For the purposes of this Article, references to notices, documents or information include references to a cheque or other instrument of payment; but 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.

**134. Validation of documents in electronic form**

- (A) Where a document is required under these Articles to be signed by a member or any other person, if the document is in electronic form, then in order to be valid the document must:
- (i) incorporate the electronic signature, or personal identification details (which may be details previously allocated by the Company), of that member or other person, in such form as the Directors may approve; or
  - (ii) be accompanied by such other evidence as the Directors may require in order to be satisfied that the document is genuine.
- (B) The Company may designate mechanisms for validating any such document and a document not validated by the use of any such mechanisms shall be deemed as having not been received by the Company. In the case of any document or information relating to a meeting, an instrument of proxy or invitation to appoint a proxy, any validation requirements shall be specified in the relevant notice of meeting in accordance with Article 40 and paragraph (C)(ii) of Article 57.

**DOCUMENT DESTRUCTION**

**135. Document destruction**

- (A) The Company may destroy:

- (i) any share certificate or other evidence of title to shares which has been cancelled at any time after one year from the date of such cancellation;
- (ii) any mandate for the payment of dividends or other amounts or any variation or cancellation of such mandate or any other instruction concerning the payment of monies or any notification of change of name or address at any time after two years from the date such mandate, variation, cancellation or notification was recorded by the Company;
- (iii) any instrument or other evidence of transfer of shares or renunciation of an allotment of shares which has been registered at any time after six years from the date of registration; and
- (iv) any other document on the basis of which an entry in the Register is made at any time after six years from the date an entry in the Register was first made in respect of it,

and the Company may destroy any such document earlier than the relevant date, provided that a permanent record of the document is made (on microfilm, computer disc or otherwise) which is not destroyed before that date.

- (B) It shall be conclusively presumed in favour of the Company that every entry in the Register of Members purporting to have been made on the basis of a document destroyed in accordance with this Article was duly and properly made, that every instrument of transfer so destroyed was duly registered, that every share certificate so destroyed was valid and was duly cancelled and that every other document so destroyed was valid and effective in accordance with the recorded particulars in the records of the Company, provided that:
  - (i) this Article shall apply only to the destruction of a document in good faith and without express notice of any claim (regardless of the parties to it) to which the document might be relevant;
  - (ii) nothing in this Article imposes on the Company any liability in respect of the destruction of any such document otherwise than as provided for in this Article which would not attach to the Company in the absence of this Article; and
  - (iii) references in this Article to the destruction of any document include references to the disposal of it in any manner.

## **WINDING UP**

### **136. Division of assets**

- (A) On a winding up of the Company and subject to the statutes, the Company's assets available for distribution shall be divided among the members in proportion to the nominal amounts of capital paid up or credited as paid up on the shares held by them, subject to the terms of issue of or rights attached to any shares.
- (B) On a winding up of the Company (whether voluntary, under supervision or by the Court) the liquidator may, on obtaining any sanction required by law, divide among the members in kind the whole or any part of the assets of the Company, whether or not the assets consist of property of one kind or of different kinds. For this purpose the liquidator may set the value he deems fair on a class or classes of property, and may determine on the basis of such valuation and in accordance with the then existing rights of members how the division is to be carried out between members or classes of members. The liquidator may not, however, distribute to a member without his consent an asset to which there is attached a liability or potential liability for the owner.

## **INDEMNITY**

### **137. Right to indemnity and insurance**

Subject to the statutes, the Company may:

- (i) indemnify any Director or any director of any associated company against any liability pursuant to any qualifying third party indemnity provision or any qualifying pension scheme indemnity provision, or on any other basis as is then lawful, in each case on such terms as the Board may decide; and
- (ii) purchase and maintain for any Director or any director of any associated company insurance against any liability.

In this Article "**qualifying third party indemnity provision**", "**qualifying pension scheme provision**" and "**associated company**" have meanings that they have in Part 10 of the 2006 Act.