

Company Number: 08810879

ARTICLES OF ASSOCIATION

of

LIMITLESS EARTH PLC

(Adopted by Special Resolution on 1 April 2014)

Michelmores 

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

1.1 In the articles, unless the context requires otherwise:

Alternate Director	or	Alternative Director	has the meaning given in article 34;
Appointor			has the meaning given in article 34;
articles			the Company's articles of association from time to time;
Bankruptcy			includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Call			has the meaning given in article 71;
Call notice			has the meaning given in article 71;
Certificate			a paper certificate (other than a share warrant) evidencing a person's title to specified shares or other securities;
Certificated			in relation to a share, means that it is not an uncertified share in respect of which a share warrant has been issued and is current;
chairman			has the meaning given in article 15;
chairman of the meeting			has the meaning given in article 41;
Companies Acts			the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Company;
Company			Limitless Earth plc, company number 08810879;
Company's lien			has the meaning given in article 69;
Director			a Director of the Company, and includes any person occupying the position of Director, by whatever name called;
distribution recipient			has the meaning given in article 89;
document			includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form			has the meaning given in section 1168 of the Companies Act 2006;

Fully paid	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;
hard copy form	has the meaning given in section 1168 of the Companies Act 2006;
holder	in relation to shares means the person whose name is entered in the register of members as the holder of the shares, or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;
Instrument	a document in hard copy form;
Lien Enforcement Notice	has the meaning given in article 70;
Member	has the meaning given in section 112 of the Companies Act 2006;
ordinary resolution	has the meaning given in section 282 of the Companies Act 2006;
Paid	paid or credited as paid;
Participate	in relation to a Directors' meeting, has the meaning given in article 12;
Partly paid	in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company;
Proxy notice	has the meaning given in article 48;
Relevant Interest	has the meaning given in 21.7
Securities seal	has the meaning given in article 64;
Shares	shares in the Company of whatever class;
special resolution	has the meaning given in section 283 of the Companies Act 2006;
subsidiary	has the meaning given in section 1159 of the Companies Act 2006;
Transmittee	a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;
Uncertificated	in relation to a share means that, by virtue of legislation (other than section 778 of the Companies Act 2006) permitting title to shares to be evidenced and transferred without a certificate, title to that share is evidenced and may be

transferred without a certificate; and

writing

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

1.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

1.3 References to issued shares of any class (whether of the Company or of any other Company) shall not include any shares of that class held as treasury shares.

1.4 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 EXCLUSION OF MODEL ARTICLES (AND ANY OTHER PRESCRIBED REGULATIONS)

2.1 No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in the Companies (Model Articles) Regulations 2008 (SI 2008/3229)) shall apply as the articles of the Company. The following shall be the articles of association of the Company.

3 LIABILITY OF MEMBERS AND SHARE CAPITAL

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

3.2 The share capital of the Company as at the date of adoption of these articles is divided into ordinary shares of £0.01 each.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

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

4.2 Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall be not less than two.

5 MEMBERS' RESERVE POWER

5.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the Directors have done

before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

6.1 Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles:

6.1.1 to such person or committee (providing that a committee will always require one Director to be present for a quorum);

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

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions,

as they think fit.

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

6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

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

7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

8 EXECUTIVE DIRECTORS

8.1 The Directors may from time to time appoint one or more of their number to an executive office, including the offices of chairman, deputy chairman, managing Director, joint managing Director, assistant managing Director, chief executive officer, finance Director or manager or any other salaried office for such period and on such terms as they think fit. Without prejudice to any claim a Director may have for damages for breach of any contract of service between him and the Company, the appointment of any Director under this article shall be subject to determination if he ceases from any cause to be a Director or (subject to the terms of any contract between him and the Company) if the Directors resolve that his term of office as an executive Director be determined.

8.2 The Directors may entrust to and confer upon a Director holding such executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

9 PENSIONS AND BENEFITS

9.1 Without prejudice to the generality of article 4.1, the Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any persons who are or have at any time been employed by or in the service of the Company (including Directors who have held any executive office under the Company) and to the wives, husbands, civil partners, widows, widowers, children and other relatives and dependants of any such persons and may set up, establish, join with other companies (being subsidiaries of the Company or companies with which it is associated in business), support and maintain pension, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of such persons or any of them or any class of them.

9.2 Any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit. Any such pension or the participation in any such funds or schemes may, as the Directors consider desirable, be granted to an employee either;

9.2.1 before, and in anticipation of; or

9.2.2 upon, or at any time after,
his actual retirement.

10 THE NAME OF THE COMPANY

10.1 The name of the Company may be changed by:

10.1.1 special resolution of the members; or

10.1.2 resolution of the Directors; or

10.1.3 otherwise in accordance with applicable law.

DECISION-MAKING BY DIRECTORS

11 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

11.1 Decisions of the Directors may be taken:

11.1.1 at a Directors' meeting; or

11.1.2 in the form of a Directors' written resolution.

12 CALLING A DIRECTORS' MEETING

12.1 Any Director may call a Directors' meeting.

12.2 The Company secretary must call a Directors' meeting if a Director so requests.

12.3 A Directors' meeting is called by giving notice of the meeting to the Directors.

12.4 Notice of any Directors' meeting must indicate:

12.4.1 its proposed date and time;

- 12.4.2 where it is to take place; and
- 12.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.5 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 12.6 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 12.7 Save where a request has been made in accordance with this article, notice of a meeting of Directors need not be given to a Director who is absent for the time being from the United Kingdom. A Director absent, or intending to be absent, from the United Kingdom may request (in writing) that notice of meetings of Directors be given to him, during his absence, at an address given by him to the Company for this purpose whether or not outside the United Kingdom. Where such an address is outside the United Kingdom, it shall not be necessary to give the Director a longer period of notice than that given to Directors within the United Kingdom.

13 **PARTICIPATION IN DIRECTORS' MEETINGS**

- 13.1 Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
 - 13.1.1 the meeting has been called and takes place in accordance with the articles; and
 - 13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 13.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14 **QUORUM FOR DIRECTORS' MEETINGS**

- 14.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed is two.

15 **MEETINGS WHERE TOTAL NUMBER OF DIRECTORS LESS THAN QUORUM**

- 15.1 This article applies where the total number of Directors for the time being is less than the quorum for Directors' meetings.

- 15.2 If there is only one Director, that Director may appoint sufficient Directors to make up a quorum or call a general meeting to do so.
- 15.3 If there is more than one Director:
- 15.3.1 a Directors' meeting may take place, if it is called in accordance with the articles and at least two Directors participate in it, with a view to appointing sufficient Directors to make up a quorum or calling a general meeting to do so; and
- 15.3.2 if a Directors' meeting is called but only one Director attends at the appointed date and time to participate in it, that Director may appoint sufficient Directors to make up a quorum or call a general meeting to do so.

16 CHAIRING DIRECTORS' MEETINGS

- 16.1 The Directors may appoint a Director to chair their meetings.
- 16.2 The person so appointed for the time being is known as the chairman.
- 16.3 The Directors may appoint other Directors as deputy or assistant chairmen to chair Directors' meetings in the chairman's absence.
- 16.4 The Directors may terminate the appointment of the chairman, deputy or assistant chairman at any time.
- 16.5 If neither the chairman nor any Director appointed generally to chair Directors' meetings in the chairman's absence is participating in a meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

17 VOTING AT DIRECTORS' MEETINGS: GENERAL RULES

- 17.1 Subject to the articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Directors.
- 17.2 Subject to the articles, each Director participating in a Directors' meeting has one vote.
- 17.3 Subject to the articles, if a Director has an interest in an actual or proposed transaction or arrangement with the Company:
- 17.3.1 that Director and that Director's Alternate may not vote on any proposal relating to it; but
- 17.3.2 this does not preclude the Alternate from voting in relation to that transaction arrangement on behalf of another appointor who does not have such an interest.

18 CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

- 18.1 If the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting shall not have a casting vote.
- 18.2 But this does not apply if, in accordance with the articles, the chairman or other Director is not to be counted as participating in the decision-making process for

quorum or voting purposes.

19 **ALTERNATES VOTING AT DIRECTORS' MEETINGS**

19.1 A Director who is also an Alternate Director has an additional vote on behalf of each appointor who is:

19.1.1 not participating in a Directors' meeting; and

19.1.2 would have been entitled to vote if they were participating in it.

20 **DIRECTORS' DECLARATIONS OF INTEREST**

20.1 A Director who is in any way, whether directly or indirectly, interested in:

20.1.1 any proposed transaction or arrangement with the Company; or

20.1.2 any transaction or arrangement which has been entered into by the Company shall declare the nature and extent of his interest to the other Directors in accordance with the provisions of applicable law and this article.

20.2 For the purposes of this article:

20.2.1 a transaction or arrangement of the kind described in sections 197, 198, 200, 201 or 203 of Companies Act 2006 made with a Director or a person connected with such Director shall, if it would not otherwise be so treated (and whether or not prohibited by that section), be treated as a transaction or arrangement in which that Director is interested; and

20.2.2 a Director shall be deemed interested in any transaction or arrangement in which any person connected with him is interested, whether directly or indirectly.

20.3 A Director need not declare an interest:

20.3.1 if he is not aware of it or if he is not aware of the transaction or arrangement in question (and for these purposes a Director is treated as being aware of matters of which he ought reasonably to be aware);

20.3.2 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

20.3.3 if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

20.3.4 if, or to the extent that, it concerns terms of his service contract that have been or are to be considered:

20.3.4.1 by a meeting of the Directors; or

20.3.4.2 by a committee of the Directors appointed for the purpose under these articles.

21 **CONFLICTS OF INTEREST**

- 21.1 If a Directors' meeting, or part of a Directors' meeting, is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in that meeting, or part of a meeting, for quorum or voting purposes.
- 21.2 But if Article 21.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in a decision at a Directors' meeting, or part of a Directors' meeting, relating to it for quorum and voting purposes.
- 21.3 This Article 21.3 applies when:
- 21.3.1 the Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a Director from being counted as participating in, or voting at, a Directors' meeting;
 - 21.3.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 21.3.3 the Director's conflict of interest arises from a permitted cause.
- 21.4 For the purposes of this article, the following are permitted causes:
- 21.4.1 a resolution about giving him any guarantee, indemnity or security for money which he or any other person has lent or obligations he or any other person has undertaken at the request of or for the benefit of the Company or any of its subsidiary undertakings;
 - 21.4.2 a resolution about giving any guarantee, indemnity or security to another person for a debt or obligation which is owed by the Company or any of its subsidiary undertakings to that other person if the Director has taken responsibility for some or all of that debt or obligation. The Director can take this responsibility by giving a guarantee, indemnity or security;
 - 21.4.3 a resolution about giving him any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;
 - 21.4.4 a resolution about the Company funding his expenditure on defending proceedings or the Company doing something to enable him to avoid incurring such expenditure where all other Directors are being offered substantially the same arrangements;
 - 21.4.5 a resolution relating to an offer by the Company or any of its subsidiary undertakings of any shares or debentures or other securities for subscription or purchase if the Director takes part because he is a holder of shares, debentures or other securities or if he takes part in the underwriting or sub-underwriting of the offer;
 - 21.4.6 a resolution about a contract in which he has an interest because of his interest in shares or debentures or other securities of the Company or because of any other interest in or through the Company;

- 21.4.7 a resolution about a contract involving any other Company if the Director has an interest of any kind in that Company (including an interest by holding any position in that Company or by being a shareholder in that Company). This does not apply if he knows that he has a Relevant Interest in that Company;
- 21.4.8 a resolution about a contract relating to a pension fund, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which gives the Director benefits which are also generally given to the employees to whom the fund or scheme relates;
- 21.4.9 a resolution about a contract relating to an arrangement for the benefit of employees of the Company or of any of its subsidiary undertakings which only gives him benefits which are also generally given to the employees to whom the arrangement relates; and
- 21.4.10 a resolution about a contract relating to any insurance which the Company can buy or renew for the benefit of Directors or of a group of people which includes Directors.
- 21.5 Subject to Article 21.6, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive.
- 21.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 21.7 A Director will be treated as having a Relevant Interest in a Company if he holds an interest in shares representing one per cent. or more of a class of equity share capital (calculated exclusive of any shares of that class in that Company held as treasury shares) or of the voting rights of that Company. In relation to an Alternate Director, an interest of his appointor shall be treated as an interest of the Alternate Director without prejudice to any interest which the Alternate Director has otherwise. Interests which are unknown to the Director and which it is unreasonable to expect him to know about are ignored.
- 21.8 Where a Company in which a Director has a Relevant Interest is interested in a contract, the Director will also be treated as being interested in that contract.
- 21.9 Subject to these articles, the Directors can exercise or arrange for the exercise of the voting rights attached to any shares in another Company held by the Company and the voting rights which they have as Directors of that Company in any way that they decide. This includes voting in favour of a resolution appointing any of them as Directors or officers of that Company and deciding their remuneration. Subject to these articles, they can also vote and be counted in the quorum as Directors of the Company in connection with any of these things.
- 21.10 References in this article to:
- 21.10.1 a contract include references to an existing or proposed contract and

to an existing or proposed transaction or arrangement whether or not it is a contract; and

21.10.2 a conflict of interest include a conflict of interest and duty and a conflict of duties.

21.11 The Company can by ordinary resolution suspend or relax the provisions of this article to any extent or ratify any contract which has not been properly authorised in accordance with this article.

22 DIRECTORS MAY HOLD OTHER OFFICES

22.1 Subject to the provisions of these articles and the law, and provided that he has declared to the Directors the nature and extent of any interest of his if so required by these articles and the law:

22.1.1 a Director is authorised to hold any office or place of profit under the Company in conjunction with the office of Director for such period, and on such terms as to remuneration and otherwise, as the Directors may determine;

22.1.2 a Director or any firm or body corporate in which he is interested is authorised to act in a professional capacity for the Company and he or such firm or body corporate shall be entitled to remuneration for professional services as if he were not a Director, provided that neither any Director nor any such firm or body corporate may act as the auditors; and

22.1.3 a Director is authorised to be or become a Director or other officer or servant of, or otherwise interested in, any other entity promoted by the Company or in which the Company may be in any way interested and shall not (in the absence of agreement to the contrary) be liable to account to the Company for any emoluments or other benefits received or receivable by him as Director, or officer or servant of, or from his interest in, such other Company.

22.2 A Director shall not require any separate authorisation by the Directors pursuant to Article 23 for matters falling within this article, although the Directors may at any time impose any limitations, conditions or terms in relation to such matters which (in each case) they consider appropriate and reasonable in all the circumstances.

22.3 A Director shall not be in breach of the duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 or otherwise because of anything done or omitted to be done or any remuneration or other benefits received or receivable by him in accordance with the provisions of this article.

23 DIRECTORS' INTERESTS IN TRANSACTIONS AND ARRANGEMENTS

23.1 Subject to the provisions of these Articles and the laws, and provided that he has declared to the Directors the nature and extent of any interest of his if so required by these Articles and the laws, a Director may, notwithstanding his office, enter into or be interested in any transaction or arrangement with the Company and may have or be interested in dealings of any nature whatsoever with the Company.

23.2 No such transaction, arrangement or dealing shall be liable to be avoided, nor

shall any Director so transacting, dealing or being so interested be in breach of the duties he owes to the Company or liable to account to the Company for any remuneration payable or profit arising out of any such transaction, arrangement or dealing to which he is a party or in which he is interested by reason of his being a Director or the fiduciary relationship thereby established.

24 AUTHORISATION OF DIRECTORS' CONFLICTS OF INTERESTS

24.1 The Directors may authorise any matter which would otherwise result in a Director infringing his duty under section 175(1) of the Companies Act 2006, provided that:

24.1.1 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and

24.1.2 the matter was agreed to without the Director voting or would have been agreed to if the votes of such Director had not been counted.

24.2 At the time of the authorisation, or subsequently, the Directors may impose any terms and conditions they think fit. Such terms and conditions may include (without limitation) that:

24.2.1 any information obtained by a Director concerned, other than in his capacity as a Director or employee of the Company, which is confidential in relation to a third party, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence;

24.2.2 no Director concerned shall, by reason of his being a Director or his doing anything as a Director, be accountable to the Company for any remuneration or other benefit received from a third party as a result of the conflict situation;

24.2.3 no Director concerned shall be required or entitled to attend those parts of meetings of the Directors or meetings of a committee of the Directors at which matters to which the conflict situation relates are discussed; and/or

24.2.4 no Director concerned shall be entitled to receive any papers or other documents in relation to, or concerning, matters to which the conflict situation relates.

24.3 Any authorisation made for the purposes of this article may be revoked or varied at any time in the absolute discretion of the Directors.

24.4 A Director shall not be in breach of the duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 or otherwise because of anything done or omitted to be done in accordance with the provisions of this article or the terms of any authorisation given by the Directors in accordance with this article.

25 PROPOSING DIRECTORS' WRITTEN RESOLUTIONS

25.1 Any Director may propose a Directors' written resolution.

25.2 The Company secretary must propose a Directors' written resolution if a

Director so requests.

- 25.3 A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors.
- 25.4 Notice of a proposed Directors' written resolution must indicate:
- 25.4.1 the proposed resolution; and
 - 25.4.2 the time by which it is proposed that the Directors should adopt it.
- 25.5 Notice of a proposed Directors' written resolution must be given in writing to each Director.
- 25.6 Any decision which a person giving notice of a proposed Directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

26 ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS

- 26.1 A proposed Directors' written resolution is adopted when all the Directors who would have been entitled to vote on the resolution at a Directors' meeting have signed one or more copies of it or have confirmed electronically, provided that those Directors would have formed a quorum at such a meeting.
- 26.2 It is immaterial whether any Director signs the resolution before or after the time by which the notice proposed that it should be adopted.
- 26.3 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with the articles.
- 26.4 The Company secretary must ensure that the Company keeps a record, in writing, of all Directors' written resolutions for at least ten years from the date of their adoption.

27 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS

28 METHODS OF APPOINTING AND REMOVING DIRECTORS

- 28.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- 28.1.1 by ordinary resolution; or
 - 28.1.2 by a decision of the Directors.
- 28.2 The Company may, in accordance with and subject to the provisions of applicable law, by ordinary resolution, of which special notice has been given in accordance with Companies Act 2006, remove any Director (including a managing or other executive Director) before the expiration of his period of

office (notwithstanding anything in these articles or in any agreement between the Company and such Director but without prejudice to any claim for damages in respect of the breach of any such agreement), and may by ordinary resolution appoint another person in his place.

29 RETIREMENT OF DIRECTORS BY ROTATION

29.1 At the first annual general meeting of the Company all the Directors must retire from office.

29.2 At every subsequent annual general meeting of the Company any Directors:

29.2.1 who have been appointed by the Directors since the last annual general meeting; or

29.2.2 who were not appointed or reappointed at one of the preceding two annual general meetings, must retire from office and may offer themselves for reappointment by the members.

29.3 A retiring Director shall be eligible for re-election.

30 TERMINATION OF DIRECTOR'S APPOINTMENT

30.1 A person ceases to be a Director as soon as:

30.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;

30.1.2 a bankruptcy order is made against that person (or they propose to adopt a voluntary arrangement);

30.1.3 they are convicted on an indictable offence;

30.1.4 they are absent from meetings of Directors (without leave having been given by resolution of the Directors) for six months or more;

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

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

30.1.7 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

30.1.8 notification is received by the Company from the Director that the Director is resigning from office as Director, and such resignation has taken effect in accordance with its terms;

30.1.9 they are requested by all of the other Directors to resign (provided that there are more than 3 other Directors at such time), or

but any act done in good faith by a Director whose office is so vacated shall be valid unless, prior to the doing of such act, written notice shall have been given

to the Company or an entry shall have been made in the Directors' minute book stating that such Director has ceased to be a Director of the Company.

31 DIRECTORS' REMUNERATION

31.1 Directors may undertake any services for the Company that the Directors decide.

31.2 Directors are entitled to such remuneration as the Directors determine:

31.2.1 for their services to the Company as Directors; and

31.2.2 for any other service which they undertake for the Company.

31.3 Subject to the articles, a Director's remuneration may:

31.3.1 take any form; and

31.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

31.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

31.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

32 REMUNERATION OF DIRECTORS

32.1 The fees of the Directors for their services in the office of Director shall in the aggregate not exceed £400,000 per annum and such amount shall be divided amongst the Directors as they shall agree or, in default of agreement, equally (for the avoidance of doubt, this cap shall not apply to any remuneration received under any other provision of these articles, including article 31.2). The Directors may also be paid by way of additional remuneration such further sums as the Company in general meeting may from time to time determine, and any such additional remuneration shall be divided among the Directors as they shall agree or, in default of agreement, equally.

32.2 Any Director who is appointed to any executive office or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director may be paid, in addition to any fees or remuneration to which he may be entitled under article 31.1, such remuneration by way of salary, percentage of profits or otherwise, and/or may receive such other benefits, as the Directors may determine.

33 DIRECTORS' EXPENSES

33.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

33.1.1 meetings of Directors or committees of Directors;

33.1.2 general meetings; or

- 33.1.3 separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

34 **DIRECTORS' BORROWING POWERS**

- 34.1 Subject to the provisions of this article, the Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge all or any part of its undertaking, property and uncalled capital and to issue debentures and other securities whether outright or as security (principal or collateral) for any debt, liability or obligation of the Company or any third party.
- 34.2 The Directors 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 it can secure) that the aggregate amount owing by members of the group in respect of moneys borrowed by them or any of them (exclusive of moneys owing by one member of the group to another) shall not at any time without the previous sanction of the Company by ordinary resolution exceed an amount equal to two times the aggregate of:
 - 34.2.1 the nominal amount paid up on the issued share capital of the Company (including any shares held as treasury shares); and
 - 34.2.2 the amounts standing to the credit of the capital and revenue reserves (including any share premium account, capital redemption reserve, revaluation reserve or merger reserve) of members of the group, plus or minus any balance standing to the credit or debit on profit and loss account, whether distributable or undistributable,as shown in the then latest audited consolidated balance sheet of the group.

ALTERNATE DIRECTORS

35 **APPOINTMENT AND REMOVAL OF ALTERNATES**

- 35.1 Any Director (the '**appointor**') may appoint as an Alternate any other Director, or any other person approved by resolution of the Directors, to:
 - 35.1.1 exercise that Director's powers; and
 - 35.1.2 carry out that Director's responsibilities, in relation to the taking of decisions by the Directors in the absence of the Alternate's appointor.
- 35.2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.
- 35.3 The notice must:
 - 35.3.1 identify the proposed Alternate; and
 - 35.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

36 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

36.1 An Alternate Director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the Alternate's appointor.

36.2 Except as the articles specify otherwise, Alternate Directors:

36.2.1 are deemed for all purposes to be Directors;

36.2.2 are liable for their own acts and omissions;

36.2.3 are subject to the same restrictions as their appointors; and

36.2.4 are not deemed to be agents of or for their appointors.

36.3 A person who is an Alternate Director but not a Director:

36.3.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and

36.3.2 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor). No Alternate may be counted as more than one Director for such purposes.

36.4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

37 TERMINATION OF ALTERNATE DIRECTORSHIP

37.1 An Alternate Director's appointment as an Alternate terminates:

37.1.1 when the Alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

37.1.2 on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's appointor, would result in the termination of the appointor's appointment as a Director;

37.1.3 on the death of the Alternate's appointor; or

37.1.4 when the Alternate's appointor's appointment as a Director terminates, except that an Alternate's appointment as an Alternate does not terminate when the appointor retires by rotation at a general meeting and is then re-appointed as a Director at the same general meeting.

PART 3

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

38 NOTICE

38.1 An annual general meeting shall be called by at least 21 clear days' notice, and any other general meeting shall be called on 14 clear days' notice unless a longer period of notice is required by applicable law in relation to a resolution to be proposed at such a meeting.

38.2 Notice of every general meeting shall be given to all members on the register on the close of business on a day determined by the Directors, being not more than 21 days before the day on which the notice of meeting is despatched, other than any member who, under the provisions of these articles or the terms of issue of the shares they hold, is not entitled to receive such notices

38.3 Section 360B of the Companies Act 2006 shall apply to the Company.

38.4 The notice shall specify the place, the date and the time of meeting. The notice shall be given in the manner provided in these articles or in such other manner (if any) as may be prescribed by the Company in general meeting to such persons as are under these articles entitled to receive such notices from the Company. Every notice calling an annual general meeting shall specify the meeting as such. Every notice convening a general meeting for the purpose of considering one or more special resolutions shall set out the text of such resolution or resolutions.

38.5 In every notice calling a meeting of the Company or of the holders of shares of any class there shall appear with reasonable prominence a statement informing each member:

38.5.1 of his rights under Companies Act 2006 to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company;

38.5.2 that he may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise rights attached to a different share or shares held by such member; and

38.5.3 that a proxy need not be a member.

38.6 The accidental failure to give notice to any person entitled under these articles to receive notice of a general meeting, or the non-receipt by any such person of such notice, shall be disregarded for the purposes of determining whether notice of the meeting or resolution has been duly given and shall not invalidate the proceedings at that meeting.

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

39 MEMBERS CAN CALL GENERAL MEETING IF NOT ENOUGH DIRECTORS

39.1 If:

- 39.1.1 the Company has fewer than two Directors; and
- 39.1.2 the Director (if any) is unable or unwilling to appoint sufficient Directors to make up a quorum or to call a general meeting to do so, then two or more members may call a general meeting (or instruct the Company secretary to do so) for the purpose of appointing one or more Directors.

40 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 40.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 40.2 A person is able to exercise the right to vote at a general meeting when:
 - 40.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 40.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 40.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 40.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 40.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

41 QUORUM FOR GENERAL MEETINGS

- 41.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Such quorum shall consist of not less than two members present in person, by representative (in the case of a corporate member) or by proxy and entitled to vote.

42 CHAIRING GENERAL MEETINGS

- 42.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 42.2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
 - 42.2.1 the Directors present; or
 - 42.2.2 (if no Directors are present), the meeting, must appoint a Director or member to chair the meeting, and the appointment of the chairman of

the meeting must be the first business of the meeting.

42.3 The person chairing a meeting in accordance with this article is referred to as **'the chairman of the meeting'**.

43 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

43.1 Directors may attend and speak at general meetings, whether or not they are members.

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

43.2.1 members of the Company; or

43.2.2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

44 **ADJOURNMENT**

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

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

44.2.1 the meeting consents to an adjournment;

44.2.2 the number of persons wishing to attend cannot be conveniently accommodated in the place(s) appointed for the meeting;

44.2.3 a proposal of importance is made for the consideration of which a larger attendance of members is desirable; or

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

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

44.4 When adjourning a general meeting, the chairman of the meeting must:

44.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

44.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

44.5 If the continuation of an adjourned meeting is to take place more than 30 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

44.5.1 to the same persons to whom notice of the Company's general

meetings is required to be given; and

44.5.2 containing the same information which such notice is required to contain,

however, it shall not be necessary to give any notice of an adjourned meeting if it is to take place less than 30 days after it was adjourned.

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

VOTING AT GENERAL MEETINGS

45 VOTING: GENERAL

45.1 Subject to any specific provisions of these articles and any special terms as to voting upon which any shares may for the time being be held:

45.1.1 on a show of hands every member (being an individual) present in person or (being a corporate member) present by a representative and every proxy duly appointed by one or more members entitled to vote on the resolution shall have one vote, save that a proxy shall have one vote for and one vote against the resolution if:

45.1.1.1 the proxy has been duly appointed by more than one member entitled to vote on the resolution; and

45.1.1.2 the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it;

45.1.2 on a poll, every member (being an individual) present in person or by one or more duly appointed proxies or (being a corporate member) by representative or by one or more duly appointed proxies shall have one vote for every share held by him.

45.2 On a poll:

45.2.1 votes may be given either personally or by proxy;

45.2.2 a person entitled to more than one vote need not use all his votes, or cast all the votes he casts, in the same way.

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

45.4 Any Company which is a member may, by resolution of its Directors or other governing body, authorise a person or persons to act as its representative or representatives at any meeting of the Company, or at any meeting of any class of members. The exercise, or purported exercise, by a person or persons so authorised of any power on behalf of the Company which he represents shall be subject to applicable law.

46 **ERRORS, DISPUTES AND BUSINESS AT MEETINGS REQUISITIONED BY SHAREHOLDERS**

- 46.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 46.2 Any such objection must be referred to the chairman of the meeting whose decision is final.
- 46.3 In the case of a general meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the object of the meeting shall be transacted.

47 **DEMANDING A POLL**

- 47.1 A poll on a resolution may be demanded:
 - 47.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 47.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 47.2 A poll may be demanded by:
 - 47.2.1 the chairman of the meeting;
 - 47.2.2 the Directors;
 - 47.2.3 five or more persons having the right to vote on the resolution;
 - 47.2.4 a person or persons representing not less than ten per cent. of the total voting rights of all the members having the right to vote on the resolution; or
 - 47.2.5 a person or persons representing shares entitled to vote on the resolution and on which an aggregate sum has been paid up equal to not less than ten per cent. of the total sum paid up on all the shares conferring the right to vote.
- 47.3 A demand for a poll may be withdrawn if:
 - 47.3.1 the poll has not yet been taken; and
 - 47.3.2 the chairman of the meeting consents to the withdrawal.

48 **PROCEDURE ON A POLL**

- 48.1 Subject to the articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs.
- 48.2 The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
- 48.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

- 48.4 A poll on:
- 48.4.1 the election of the chairman of the meeting; or
 - 48.4.2 a question of adjournment, must be taken immediately.
- 48.5 Other polls must be taken within 30 days of their being demanded.
- 48.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- 48.7 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.
- 48.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

49 **CONTENT OF PROXY NOTICES**

- 49.1 Proxies may only validly be appointed by a notice in writing (a '**proxy notice**') which:
- 49.1.1 states the name and address of the member appointing the proxy;
 - 49.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 49.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 49.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 49.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 49.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 49.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 49.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 49.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

50 **DELIVERY OF PROXY NOTICES**

- 50.1 Any notice of a general meeting must specify the address or addresses ('**proxy notification address**') at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 50.2 A person who is entitled to attend, speak or vote (either on a show of hands or

on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

- 50.3 Subject to paragraphs 50.4 and 50.5, a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 50.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll.
- 50.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered:
 - 50.5.1 in accordance with paragraph 50.3; or
 - 50.5.2 at the meeting at which the poll was demanded to the chairman, secretary or any Director.
- 50.6 An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address.
- 50.7 A notice revoking a proxy appointment only takes effect if it is delivered before:
 - 50.7.1 the start of the meeting or adjourned meeting to which it relates; or
 - 50.7.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.
- 50.8 If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by such written evidence of the authority of the person who executed it to execute it on the appointor's behalf, as Directors may reasonably require.
- 50.9 The appointment of a proxy relating to a meeting, having once been validly delivered, shall be valid in respect of any adjournment of that meeting.
- 50.10 In the event that more than one appointment of a proxy relating to the same share is validly delivered, the appointment last validly delivered shall prevail.
- 50.11 The delivery of an appointment of a proxy shall not preclude a member from attending and voting at the meeting or at any adjourned meeting.
- 50.12 A vote cast or act done in accordance with the terms of an appointment of a proxy shall be valid notwithstanding the previous death or insanity of the appointor, or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, unless notice in writing of such death, insanity, revocation or transfer shall have been received by the Company at the office (or such other place as may be specified for delivery of the appointment of the proxy in or by way of the note to the notice convening the meeting) at least one hour before the commencement of the meeting or adjourned meeting or poll at which the vote was given or the act was done.

51 AMENDMENTS TO RESOLUTIONS

- 51.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 51.1.1 notice of the proposed amendment is given to the Company secretary in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 51.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 51.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 51.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 51.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 51.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

RESTRICTIONS ON MEMBERS' RIGHTS

52 NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY

- 52.1 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the Company in respect of that share have been paid.

53 RECORD DATES FOR DIVIDEND RIGHTS

- 53.1 In respect of each dividend to be paid by the Company, the Directors may determine a record date, and the dividend shall be payable to those persons registered as members at the close of business on the record date in respect of that dividend, and the amount payable to each member shall be determined by reference to the number of shares (or, where appropriate, the number of shares of the relevant class) registered in his name at that time.

54 OBJECTION SHALL NOT VITIATE DECISION

- 54.1 If any objection shall be raised as to the qualification of any person or it is alleged that any votes have been counted which should not have been counted or that any votes have not been counted which ought to have been counted, the objection or allegation shall not vitiate the decision on any resolution unless it is raised at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the alleged error occurs. Any objection or allegation made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

55 SECURITY AT GENERAL MEETINGS

55.1 The Directors:

- 55.1.1 may direct that members, proxies or other persons wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Directors shall in their discretion consider appropriate in the circumstances; and
- 55.1.2 shall be entitled in their discretion to refuse entry to, or eject from, such general meeting any member, proxy or other person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

APPLICATION OF RULES TO CLASS MEETINGS

56 CLASS MEETINGS AND VARIATION OF CLASS RIGHTS

- 56.1 If at any time there are different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of applicable law conferring a right to object to variation, (and whether or not the Company is being wound up), be varied or abrogated in such manner (if any) as is provided by those rights, or with the consent in writing of the holders of three quarters of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class, but not otherwise.
- 56.2 Section 334 of Companies Act 2006 and the provisions of these articles relating to general meetings shall, with necessary modifications, apply to every such separate general meeting, but so that any holder of shares of the class in question present in person or by proxy may demand a poll.
- 56.3 This article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class, the special rights of which were to be varied or abrogated.
- 56.4 For the avoidance of doubt, section 334 of Companies Act 2006 and the provisions of these articles relating to general meetings shall apply, with necessary modifications, and subject as set out in Article 56.2 to any separate meeting of the holders of shares of a class held otherwise than in connection with the variation or abrogation of the rights attached to shares of that class.
- 56.5 The rights attached to any class of shares shall not (unless otherwise provided by the rights attached to the shares of that class) be deemed to be varied by the creation or issue of further shares ranking in some or all respects *pari passu* with them (but in no respect in priority to them) or by the purchase or redemption by the Company of any of its own shares.

CHAIRMAN'S DECLARATION FINAL

57 DECLARATION BY THE CHAIRMAN IS FINAL

- 57.1 A declaration by the Chairman that a resolution has been carried or not carried, or carried or not carried by a particular majority, and an entry to that effect in the minute book of the Company, shall be conclusive evidence of the facts, without proof of the number or proportion of the votes recorded in favour of or against

such resolution

PART 4

SHARES AND DISTRIBUTIONS

ISSUE OF SHARES

58 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 58.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares (or grant rights to subscribe for, or to convert any security into, shares) with such rights or restrictions as may be determined by ordinary resolution.
- 58.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.
- 58.3 The rights attached to any class of shares shall not (unless otherwise provided by the rights attached to the shares of that class) be deemed to be varied by the creation or issue of further shares ranking in some or all respects *pari passu* with them (but in no respect in priority to them) or by the purchase or redemption by the Company of any of its own shares.

59 PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES

- 59.1 The Company may pay any person a commission (or brokerage) in consideration for that person:
- 59.1.1 subscribing, or agreeing to subscribe, for shares; or
 - 59.1.2 procuring, or agreeing to procure, subscriptions for shares; or
 - 59.1.3 procuring, or agreeing to procure, the sale of shares out of treasury for cash.
- 59.2 Any such commission (or brokerage) may be paid:
- 59.2.1 in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other; and
 - 59.2.2 in respect of a conditional or an absolute subscription.

60 RENUNCIATION OF SHARES

- 60.1 Where a share has not yet been entered on the register, the Directors can recognise a renunciation by that person of his right to the share in favour of some other person. Such renunciation will be treated as a transfer and the Directors have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

INTERESTS IN SHARES

61 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

- 61.1 Except as required by law, no person is to be recognised by the Company as

holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

62 JOINT INTERESTS

62.1 Where two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefit of survivorship save that:

62.1.1 the maximum number of persons who may be registered as joint holders of any shares is four; and

62.1.2 the joint holders of any share shall be liable, severally as well as jointly, in respect of all payments which are to be made in respect of such share.

62.2 Only the person whose name stands first in the register as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share (if that share is held in certificated form), or to receive documents and information from the Company. Any document or information given or made available to such person shall be deemed to be given or made available to all the joint holders.

62.3 Any one of the joint holders of any share for the time being conferring a right to vote may vote either personally or by proxy at any meeting in respect of such share as if he were the sole holder, provided that if more than one of joint holders is present at any meeting, either personally or by proxy, the person whose name stands first in the register as one of such holders, and no other, shall be entitled to vote in respect of the share.

62.4 Anything to be agreed or specified by the holder of any share may, save where expressly stated otherwise in a document or information relating to the matter in question, be validly agreed or specified by the person whose name stands first in the register as one of the joint holders of any share. Schedule 5, Part 6, paragraph 16(2) of Companies Act 2006 shall apply accordingly.

63 TREASURY SHARES

63.1 The Company may not exercise any right in respect of treasury shares held by it, including any right to attend or vote at meetings, to demand a poll, to participate in any offer by the Company to shareholders or to receive any distribution (including in a winding-up), but this is without prejudice to its right to sell the treasury shares, to transfer the treasury shares for the purposes of or pursuant to an employees' share scheme, to receive an allotment of shares as fully paid bonus shares in respect of the treasury shares or to receive any amount payable on redemption of any redeemable treasury shares (or to any other rights the Company may have in respect of such treasury shares under applicable law).

SHARE CERTIFICATES

64 CERTIFICATES TO BE ISSUED EXCEPT IN CERTAIN CASES

64.1 The Company must issue each member with one or more certificates in respect of the shares which that member holds.

- 64.2 This article does not apply to:
- 64.2.1 uncertificated shares;
 - 64.2.2 shares in respect of which a share warrant has been issued; or
 - 64.2.3 shares in respect of which the Companies Acts permit the Company not to issue a certificate.
- 64.3 Except as otherwise specified in the articles, all certificates must be issued free of charge.
- 64.4 No certificate may be issued in respect of shares of more than one class.
- 64.5 If more than one person holds a share, only one certificate may be issued in respect of it.
- 64.6 A certificate shall be delivered to a holder of certificated shares within two months after the allotment or, as the case may be, the lodging with the Company of the transfer, of the shares concerned. A certificate shall be delivered in accordance with, and in the time period permitted by, the 'relevant rules' (as defined in Article 68,) to any holder of uncertificated shares following the change of those shares to certificated form.

65 **CONTENTS AND EXECUTION OF SHARE CERTIFICATES**

- 65.1 Every certificate must specify:
- 65.1.1 in respect of how many shares, of what class, it is issued;
 - 65.1.2 the nominal value of those shares;
 - 65.1.3 the amount paid up on them; and
 - 65.1.4 any distinguishing numbers assigned to them.
- 65.2 Certificates must:
- 65.2.1 have affixed to them the Company's common seal or an official seal which is a facsimile of the Company's common seal with the addition on its face of the word 'Securities' (a '**securities seal**'); or
 - 65.2.2 be otherwise executed in accordance with the Companies Acts.

66 **CONSOLIDATED SHARE CERTIFICATES**

- 66.1 When a member's holding of shares of a particular class increases, the Company may issue that member with:
- 66.1.1 a single, consolidated certificate in respect of all the shares of a particular class which that member holds; or
 - 66.1.2 a separate certificate in respect of only those shares by which that member's holding has increased.
- 66.2 When a member's holding of shares of a particular class is reduced, the Company must ensure that the member is issued with one or more certificates

in respect of the number of shares held by the member after that reduction. But the Company need not (in the absence of a request from the member) issue any new certificate if:

- 66.2.1 all the shares which the member no longer holds as a result of the reduction; and
 - 66.2.2 none of the shares which the member retains following the reduction, were, immediately before the reduction, represented by the same certificate.
- 66.3 A member may request the Company, in writing, to replace:
- 66.3.1 the member's separate certificates with a consolidated certificate; or
 - 66.3.2 the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify.
- 66.4 When the Company complies with such a request it may charge such reasonable fee as the Directors may decide for doing so.
- 66.5 A consolidated certificate must not be issued unless any certificates which it is to replace have first been returned to the Company for cancellation.

67 **REPLACEMENT SHARE CERTIFICATES**

- 67.1 If a certificate issued in respect of a member's shares is:
- 67.1.1 damaged or defaced; or
 - 67.1.2 said to be lost, stolen or destroyed,
- that member is entitled to be issued with a replacement certificate in respect of the same shares.
- 67.2 A member exercising the right to be issued with such a replacement certificate:
- 67.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 67.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - 67.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

SHARES NOT HELD IN CERTIFICATED FORM

68 **UNCERTIFICATED SHARES**

- 68.1 In this article, '**the relevant rules**' means:
- 68.1.1 any applicable provision of the Companies Acts about the holding, evidencing of title to, or transfer of shares other than in certificated form; and

- 68.1.2 any applicable legislation, rules or other arrangements made under or by virtue of such provision.
- 68.2 The provisions of this article have effect subject to the relevant rules.
- 68.3 Any provision of the articles which is inconsistent with the relevant rules must be disregarded, to the extent that it is inconsistent, whenever the relevant rules apply.
- 68.4 Any share or class of shares of the Company may be issued or held on such terms, or in such a way, that:
 - 68.4.1 title to it or them is not, or must not be, evidenced by a certificate; or
 - 68.4.2 it or they may or must be transferred wholly or partly without a certificate.
- 68.5 The Directors have power to take such steps as they think fit in relation to:
 - 68.5.1 the evidencing of and transfer of title to uncertificated shares (including in connection with the issue of such shares);
 - 68.5.2 any records relating to the holding of uncertificated shares;
 - 68.5.3 the conversion of certificated shares into uncertificated shares; or
 - 68.5.4 the conversion of uncertificated shares into certificated shares.
- 68.6 The Company may by notice to the holder of a share require that share:
 - 68.6.1 if it is uncertificated, to be converted into certificated form; and
 - 68.6.2 if it is certificated, to be converted into uncertificated form, to enable it to be dealt with in accordance with the articles.
- 68.7 If:
 - 68.7.1 the articles give the Directors power to take action, or require other persons to take action, in order to sell, transfer or otherwise dispose of shares; and
 - 68.7.2 uncertificated shares are subject to that power, but the power is expressed in terms which assume the use of a certificate or other written instrument,

the Directors may take such action as is necessary or expedient to achieve the same results when exercising that power in relation to uncertificated shares.
- 68.8 In particular, the Directors may take such action as they consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it.
- 68.9 Unless the Directors otherwise determine, shares which a member holds in uncertificated form must be treated as separate holdings from any shares which that member holds in certificated form.
- 68.10 A class of shares must not be treated as two classes simply because some

shares of that class are held in certificated form and others are held in uncertificated form.

68.11 The Directors may require that any fractional entitlements to shares arising on a consolidation (or consolidation and division) of shares held in uncertificated form are held in certificated form, and are entered into the register accordingly.

69 **SHARE WARRANTS**

69.1 The Directors may issue a share warrant in respect of any fully paid share.

69.2 Share warrants must be:

69.2.1 issued in such form; and

69.2.2 executed in such manner,

as the Directors decide.

69.3 A share represented by a share warrant may be transferred by delivery of the warrant representing it.

69.4 The Directors may make provision for the payment of dividends in respect of any share represented by a share warrant.

69.5 Subject to the articles, the Directors may decide the conditions on which any share warrant is issued. In particular, they may:

69.5.1 decide the conditions on which new warrants are to be issued in place of warrants which are damaged or defaced, or said to have been lost, stolen or destroyed;

69.5.2 decide the conditions on which bearers of warrants are entitled to attend and vote at general meetings;

69.5.3 decide the conditions subject to which bearers of warrants may surrender their warrant so as to hold their shares in certificated or uncertificated form instead; and

69.5.4 vary the conditions of issue of any warrant from time to time,

and the bearer of a warrant is subject to the conditions and procedures in force in relation to it, whether or not they were decided or specified before the warrant was issued.

69.6 Subject to the conditions on which the warrants are issued from time to time, bearers of share warrants have the same rights and privileges as they would if their names had been included in the register as holders of the shares represented by their warrants.

69.7 The Company must not in any way be bound by or recognise any interest in a share represented by a share warrant other than the absolute right of the bearer of that warrant to that warrant.

PARTLY PAID SHARES

70 COMPANY'S LIEN OVER PARTLY PAID SHARES

- 70.1 The Company has a lien (**'the Company's lien'**) over every share which is partly paid for any part of:
- 70.1.1 that share's nominal value and
 - 70.1.2 any premium at which it was issued, which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.
- 70.2 The Company's lien over a share:
- 70.2.1 takes priority over any third party's interest in that share; and
 - 70.2.2 extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.
- 70.3 The Directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

71 ENFORCEMENT OF THE COMPANY'S LIEN

- 71.1 Subject to the provisions of this article, if:
- 71.1.1 a lien enforcement notice has been given in respect of a share; and
 - 71.1.2 the person to whom the notice was given has failed to comply with it, the Company may sell that share in such manner as the Directors decide.
- 71.2 A lien enforcement notice:
- 71.2.1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - 71.2.2 must specify the share concerned;
 - 71.2.3 must require payment of the sum payable within 14 days of the notice;
 - 71.2.4 must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
 - 71.2.5 must state the Company's intention to sell the share if the notice is not complied with.
- 71.3 Where shares are sold under this article:
- 71.3.1 the Directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the

purchaser; and

- 71.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 71.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
 - 71.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
 - 71.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.
- 71.5 A statutory declaration by a Director or the Company secretary that the declarant is a Director or the Company secretary and that a share has been sold to satisfy the Company's lien on a specified date:
 - 71.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 71.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

72 **CALL NOTICES**

- 72.1 Subject to the articles and the terms on which shares are allotted, the Directors may send a notice (a '**call notice**') to a member requiring the member to pay the Company a specified sum of money (a '**call**') which is payable in respect of shares which that member holds at the date when the Directors decide to send the call notice.
- 72.2 A call notice:
 - 72.2.1 may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
 - 72.2.2 must state when and how any call to which it relates it is to be paid; and
 - 72.2.3 may permit or require the call to be paid by instalments.
- 72.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.
- 72.4 Before the Company has received any call due under a call notice the Directors may:
 - 72.4.1 revoke it wholly or in part; or

- 72.4.2 specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made.

73 **LIABILITY TO PAY CALLS**

- 73.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 73.2 Subject to the terms on which shares are allotted, the Directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
 - 73.2.1 to pay calls which are not the same; or
 - 73.2.2 to pay calls at different times.

74 **WHEN CALL NOTICE NEED NOT BE ISSUED**

- 74.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):
 - 74.1.1 on allotment;
 - 74.1.2 on the occurrence of a particular event; or
 - 74.1.3 on a date fixed by or in accordance with the terms of issue.
- 74.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

75 **FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES**

- 75.1 If a person is liable to pay a call and fails to do so by the call payment date:
 - 75.1.1 the Directors may issue a notice of intended forfeiture to that person; and
 - 75.1.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- 75.2 For the purposes of this article:
 - 75.2.1 the '**call payment date**' is the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the 'call payment date' is that later date;
 - 75.2.2 the '**relevant rate**' is:
 - 75.2.2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;
 - 75.2.2.2 such other rate as was fixed in the call notice which

required payment of the call, or has otherwise been determined by the Directors; or

75.2.2.3 if no rate is fixed in either of these ways, 5 per cent per annum.

75.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

75.4 The Directors may waive any obligation to pay interest on a call wholly or in part.

76 NOTICE OF INTENDED FORFEITURE

76.1 A notice of intended forfeiture:

76.1.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

76.1.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;

76.1.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;

76.1.4 must state how the payment is to be made; and

76.1.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

77 DIRECTORS' POWER TO FORFEIT SHARES

77.1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the Directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

78 EFFECT OF FORFEITURE

78.1 Subject to the articles, the forfeiture of a share extinguishes:

78.1.1 all interests in that share, and all claims and demands against the Company in respect of it; and

78.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

78.2 Any share which is forfeited in accordance with the articles:

78.2.1 is deemed to have been forfeited when the Directors decide that it is forfeited;

78.2.2 is deemed to be the property of the Company; and

- 78.2.3 may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 78.3 If a person's shares have been forfeited:
 - 78.3.1 the Company must send that person notice that forfeiture has occurred and record it in the register of members;
 - 78.3.2 that person ceases to be a member in respect of those shares;
 - 78.3.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - 78.3.4 that person remains liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 78.3.5 the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 78.4 At any time before the Company disposes of a forfeited share, the Directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

79 **PROCEDURE FOLLOWING FORFEITURE**

- 79.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer.
- 79.2 A statutory declaration by a Director or the Company secretary that the declarant is a Director or the Company secretary and that a share has been forfeited on a specified date:
 - 79.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 79.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 79.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 79.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:
 - 79.4.1 was, or would have become, payable; and
 - 79.4.2 had not, when that share was forfeited, been paid by that person in respect of that share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account

for any money earned on them.

80 SURRENDER OF SHARES

80.1 A member may surrender any share:

80.1.1 in respect of which the Directors may issue a notice of intended forfeiture;

80.1.2 which the Directors may forfeit; or

80.1.3 which has been forfeited.

80.2 The Directors may accept the surrender of any such share.

80.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

80.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

TRANSFER AND TRANSMISSION OF SHARES

81 TRANSFERS OF CERTIFICATED SHARES

81.1 Certificated shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of:

81.1.1 the transferor; and

81.1.2 (if any of the shares is partly paid) the transferee.

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

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

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

81.5 The Directors may refuse to register the transfer of a certificated share if:

81.5.1 the share is not fully paid;

81.5.2 the transfer is not lodged at the Company's registered office or such other place as the Directors have appointed;

81.5.3 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the Directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;

81.5.4 the transfer is in respect of more than one class of share; or

81.5.5 the transfer is in favour of more than four transferees.

81.6 If the Directors refuse to register the transfer of a share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

82 **TRANSFER OF UNCERTIFICATED SHARES**

82.1 A transfer of an uncertificated share must not be registered if it is in favour of more than four transferees.

83 **TRANSMISSION OF SHARES**

83.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

83.2 Nothing in these articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

84 **TRANSMITTEES' RIGHTS**

84.1 A transmittee who produces such evidence of entitlement to shares as the Directors may properly require:

84.1.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

84.1.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

84.2 But transmittees do not have the right to attend or vote at a general meeting in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

84.3 The Directors may at any time give notice requiring a transferee to elect either to be registered himself or to transfer the relevant share(s) to some other person and, if such notice is not complied with within 90 days after service, the Directors may after that time withhold payment of all dividends and other moneys payable in respect of such share until the requirements of the notice have been complied with.

85 **EXERCISE OF TRANSMITTEES' RIGHTS**

85.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

85.2 If the share is a certificated share and a transmittee wishes to have it transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

85.3 If the share is an uncertificated share and the transmittee wishes to have it transferred to another person, the transmittee must:

85.3.1 procure that all appropriate instructions are given to effect the transfer; or

85.3.2 procure that the uncertificated share is changed into certificated form and then execute an instrument of transfer in respect of it.

85.4 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

86 TRANSMITTEES BOUND BY PRIOR NOTICES

86.1 If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name has been entered in the register of members.

CONSOLIDATION OF SHARES

87 PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

87.1 This article applies where:

87.1.1 there has been a consolidation or division of shares; and

87.1.2 as a result, members are entitled to fractions of shares.

87.2 The Directors may:

87.2.1 sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable;

87.2.2 in the case of a certificated share, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

87.2.3 distribute the net proceeds of sale in due proportion among the holders of the shares.

87.3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

87.4 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

87.5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

DISTRIBUTIONS

88 PROCEDURE FOR DECLARING DIVIDENDS

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

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

88.3 No dividend may be declared or paid unless it is in accordance with members'

respective rights.

- 88.4 Unless the members' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 88.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 88.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 88.7 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

89 CALCULATION OF DIVIDENDS

- 89.1 Subject to article 89.2 of this article, except as otherwise provided by the articles or the rights attached to shares, all dividends must be:
- 89.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
 - 89.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 89.2 If any share is issued on terms providing that it ranks for dividend as from a particular date or parri passu as regards dividends, then that share ranks for dividend accordingly.
- 89.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

90 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 90.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- 90.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide;
 - 90.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the Directors may otherwise decide;
 - 90.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Directors may otherwise decide; or

90.1.4 any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide, and

such payment shall be an absolute discharge to the Company.

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

90.2.1 the holder of the share; or

90.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

90.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

90.3 The Company may cease to send any cheque (or to use any other method of payment) for any dividend payable if, in respect of at least two consecutive dividends, the cheque (or other method) has been returned undelivered or remains uncashed (or that other method of payment has failed), or after only one occasion if reasonable enquiries by the Company have failed to establish any new address of the registered holder, but, subject to the provisions of these articles, shall recommence sending cheques (or using another method of payment) for dividends payable on that share if the person or persons entitled so request.

91 **DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY**

91.1 If:

91.1.1 a share is subject to the Company's lien; and

91.1.2 the Directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

91.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

91.3 The Company must notify the distribution recipient in writing of:

91.3.1 the fact and amount of any such deduction;

91.3.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

91.3.3 how the money deducted has been applied.

92 **NO INTEREST ON DISTRIBUTIONS**

92.1 The Company may not pay interest on any dividend or other sum payable in

respect of a share unless otherwise provided by:

92.1.1 the terms on which the share was issued; or

92.1.2 the provisions of another agreement between the holder of that share and the Company.

93 UNCLAIMED DISTRIBUTIONS

93.1 All dividends or other sums which are:

93.1.1 payable in respect of shares; and

93.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

93.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

93.3 If:

93.3.1 six years have passed from the date on which a dividend or other sum became due for payment; and

93.3.2 the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

94 NON-CASH DISTRIBUTIONS

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

94.2 If the shares in respect of which such a non-cash distribution is paid are uncertificated, any shares in the Company which are issued as a non-cash distribution in respect of them must be uncertificated.

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

94.3.1 fixing the value of any assets;

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

94.3.3 vesting any assets in trustees.

95 WAIVER OF DISTRIBUTIONS

95.1 Distribution recipients may waive their entitlement to a dividend or other

distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

95.1.1 the share has more than one holder; or

95.1.2 more than one person is entitled to the share, whether by reason of the death; or

95.1.3 bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

96 **SCRIP DIVIDENDS**

96.1 Subject to approval by the Company in general meeting and subject to these articles, the Directors may at their discretion resolve that the members will have the option to elect to receive in lieu of any dividend on any shares in the capital of the Company (or part of it) an allotment of additional ordinary shares in the capital of the Company credited as fully paid provided that the approval by the Company in general meeting may not be given for a period in excess of five years.

96.2 A member may exercise such option to elect in respect of one dividend only or (if the Directors resolve that members should be so permitted) in respect of all future dividends (a **continuing election**). Subject to article 96.4, any such continuing election shall cease to have effect upon being revoked by notice in writing delivered by the member to, or received at, the office or such other place as the Company may direct from time to time.

96.3 The number of ordinary shares in the capital of the Company to be allotted in lieu of any amount of dividend shall be determined by the Directors so that the value of such shares shall equal (as nearly as possible without exceeding) such amount and for this purpose the value of an ordinary share shall be deemed to be the average of the middle market quotations of such shares (adjusted as below) on the ex-dividend date and on the next four business days and each such middle market quotation as is not 'ex-dividend' shall be adjusted by deducting therefrom the cash amount of such dividend per share.

96.4 The Directors, after determining the maximum number of ordinary shares in the capital of the Company to be allotted, shall give notice to the members of the option to elect accorded to them and shall send with such notice forms of election which specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective. If appropriate such notice will also refer to the fact that any continuing elections remain in effect and specify the place at which and the latest date and time by which notices of revocation must be lodged if the continuing election is not to apply in respect of the dividend in question.

96.5 The Directors shall allot to the holders of those shares in respect of which the share election has been or is duly exercised in lieu of the dividend (or that part of the dividend in respect of which the right of election has been accorded) such number of additional ordinary shares in the capital of the Company determined in accordance with this article and for such purpose the Directors shall appropriate and capitalise out of any reserve or fund (including any share premium account or capital redemption reserve or profit and loss account) as they shall determine an amount equal to the aggregate nominal amount of the

additional ordinary shares to be so allotted and apply the same in paying up in full the appropriate number of ordinary shares for allotment and distribution to and amongst those members who have given notices of election, such additional ordinary shares to rank pari passu in all respects with the fully paid ordinary shares in the capital of the Company then in issue save only as regards participation in the relevant dividend.

- 96.6 The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are disregarded or the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter, on behalf of all the members interested, into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.
- 96.7 The Directors may on any occasion determine that rights of election shall not be made available to any members with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of rights of election would or might be unlawful and in such event the provisions aforesaid shall be construed subject to such determination.

CAPITALISATION OF PROFITS

97 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 97.1 Subject to the articles, the Directors may, if they are so authorised by an ordinary resolution:
- 97.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- 97.1.2 appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions.
- 97.2 Capitalised sums must be applied:
- 97.2.1 on behalf of the persons entitled; and
- 97.2.2 in the same proportions as a dividend would have been distributed to them.
- 97.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 97.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

- 97.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or
- 97.4.2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 97.5 Subject to the articles the Directors may:
 - 97.5.1 apply capitalised sums in accordance with paragraphs 97.3 and 97.4 partly in one way and partly in another;
 - 97.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - 97.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

98 MEANS OF COMMUNICATION TO BE USED

- 98.1 Subject to the articles, the company communications provisions (as defined in the Companies Act 2006) shall also apply to any document or information not otherwise authorised or required to be sent or supplied by or to the company under the Companies Act but to be sent or supplied by or to the Company pursuant to these articles.
- 98.2 The provisions of section 1168 of the Companies Act 2006 (hard copy and electronic form and related expressions) shall apply to the Company as if the words 'and the articles' were inserted after the words 'the Companies Acts' in sections 1168(1) and 1168(7) of Companies Act 2006.
- 98.3 The Company may, subject to the provisions of the Companies Act 2006, send or supply documents or information to members by making those documents or that information available on a website.
- 98.4 The Company can send, deliver or serve any notice or other document on a member by sending or supplying it in electronic form to an address notified by the member to the Company for that purpose.
- 98.5 Section 1147 of the Companies Act 2006 shall apply to any document or information to be sent or supplied by the Company to its members under the Companies Acts or pursuant to these articles as if:
 - 98.5.1 section 1147(2) of Companies Act 2006 were deleted and replaced with the following: 'Where the document or information is sent by post (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient (a) where

first class post was used, 24 hours after it was posted; or (b) where first class post was not used, 48 hours after it was posted.';

- 98.5.2 in section 1147(3) of Companies Act 2006 the words '48 hours after it was sent' were deleted and replaced with the words 'when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information. Without prejudice to such deemed receipt, if the Company is aware of the failure in delivery of a document or information sent by electronic means and has sought to send or supply the document or information by such means at least three times, it shall send the notice in writing by post within 48 hours of the original attempt.';
- 98.5.3 a new section 1147(4)(A) of Companies Act 2006 were inserted as follows: 'Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered.';
- 98.5.4 section 1147(5) of Companies Act 2006 were deleted.
- 98.6 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was properly addressed as required by section 1147(3) of Companies Act 2006 and that the document or information was sent or supplied.
- 98.7 A document or other information in electronic form found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid.
- 98.8 A document or other information may be communicated by the Company to the person entitled to a share in consequence of the death or bankruptcy of a member by communicating it to the representative or representatives of the deceased, or trustee of the bankrupt (either under the member's name or under the title of the representative or representatives of the deceased or the trustee of the bankrupt or like description) either:
- 98.8.1 to the address or address or location (including any number) for communication in electronic form (if any) agreed by the Company with the person claiming to be so entitled for the purpose of such communication; or
- 98.8.2 (until such an address or location (including any number) has been so agreed) by delivering the document or information in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 98.9 Subject to the articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 98.10 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48

hours.

- 98.11 Subject to applicable law and to the provisions of these articles, the Company may also communicate a document or information to a member by a relevant system, provided that the member has agreed with the Company to accept communication by a relevant system either in relation to the particular communication concerned or in relation to communications generally or in relation to the particular class of communications which includes the particular communication concerned.
- 98.12 If a document or information is sent by a relevant system, it shall be treated as being delivered when the Company (or a sponsoring system-participant acting on its behalf) sends the issuer-instruction relating to the document or information.
- 98.13 In proving delivery of a document or information by a relevant system, it shall be sufficient to show that it was properly addressed and put into the relevant system with any fee or charge payable for communication paid or otherwise accounted for.

99 **FAILURE TO NOTIFY CONTACT DETAILS**

99.1 If:

- 99.1.1 the Company sends two consecutive documents to a member over a period of at least 12 months; and
- 99.1.2 each of those documents is returned undelivered, or the Company receives notification that it has not been delivered,

that member ceases to be entitled to receive notices from the Company.

99.2 A member who has ceased to be entitled to receive notices from the Company becomes entitled to receive such notices again by sending the Company:

- 99.2.1 a new address to be recorded in the register of members; or
- 99.2.2 if the member has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs to use that means of communication effectively.

100 **UNTRACED MEMBERS**

100.1 Subject to the statutes, the Company may sell at the best price reasonably obtainable at the time of sale any share of a member or any share to which a person is entitled by transmission if:

- 100.1.1 during a period of 12 years prior to the publication of the advertisements referred to in article 99.1.3 (or, if such advertisements are published on different dates, the first of them) at least three cash dividends have become payable in respect of the share to be sold and have been sent by the Company;
- 100.1.2 during that period of 12 years no cash dividend payable in respect of the share has been claimed, no cheque, warrant, order or other payment for a dividend has been cashed, no dividend sent by means

of a funds transfer system has been paid and no communication has been received by the Company from the member or the person entitled by transmission to the share;

- 100.1.3 the Company has given notice of its intention to sell such share by advertisement in one national daily newspaper and in one local newspaper circulating in the area in which the last known address of the member or of the person entitled to the share by transmission at which service of notices might be effected in accordance with these articles is located; and
- 100.1.4 the Company has not, during the period of three months after the date of the advertisement and prior to the exercise of the power of sale, received any communication from the member or person entitled by transmission.
- 100.2 The Company's power of sale shall extend to any further share which, on or before the date of publication of the first of any advertisements pursuant to article 99.1.3, is issued in respect of a share to which article 99.1 applies (or in respect of any share to which this article 99.2 applies) if the conditions set out in articles 99.1.2 to 99.1.4 are satisfied in relation to the further share (but as if the references to a period of 12 years were references to a period beginning on the date of allotment of the further share and ending on the date of publication of the first of the advertisements referred to above).
- 100.3 In order to give effect to any such sale, the Directors may, subject (in the case of uncertificated shares) to the provisions of the relevant rules (as defined in article 67 (**Uncertificated shares**)) and the facilities and requirements of the relevant system, authorise some person to transfer any such shares to the purchaser of them. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to any such share be affected by any irregularity or invalidity in the proceedings relating to the sale.
- 100.4 The net proceeds of such sale shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect of them for such member or other person. Such proceeds may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding Company (if any)) as the Directors may from time to time think fit. The Company shall not be required to pay interest on such proceeds or to account for any amounts earned on such proceeds.

101 **FAILURE IN COMMUNICATION**

- 101.1 The Company shall not be responsible for any failure in communication beyond its control. Any accidental failure to send any document or information to any person entitled to it under these articles, or the non-receipt by any such person of such document or information, shall be disregarded.

102 **MEMBERS WITH NON-UK ADDRESSES**

- 102.1 No member shall be entitled to have a document or information delivered to him in hard copy or in electronic form at any address not within the United Kingdom. Any member whose registered address is not within the United Kingdom may, by notice in writing, supply to the Company a postal address within the United Kingdom for the sending or supplying of any document or information by post

including, where applicable, any notification that a document or information is available on a website. Any such postal address shall, for the purpose of the sending or supplying of any document or information, be deemed to be the member's registered address.

102.2 A member who has no registered address within the United Kingdom and has not given notice pursuant to the preceding article shall not be entitled to receive any document or information from the Company, unless:

102.2.1 the Directors have resolved to communicate with him by alternative means of communication; and

102.2.2 the member has agreed with the Company to accept communication by such alternative means of communication.

ADMINISTRATIVE ARRANGEMENTS

103 COMPANY SEALS

103.1 Any common seal may only be used by the authority of the Directors.

103.2 The Directors may decide by what means and in what form any common seal or securities seal is to be used.

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

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

103.4.1 any Director of the Company;

103.4.2 the Company secretary; or

103.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

103.5 If the Company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the Directors.

103.6 If the Company has a securities seal, it may only be affixed to securities by the Company secretary or a person authorised to apply it to securities by the Company secretary.

103.7 For the purposes of the articles, references to the securities seal being affixed to any document include the reproduction of the image of that seal on or in a document by any mechanical or electronic means which has been approved by the Directors in relation to that document or documents of a class to which it belongs.

104 DESTRUCTION OF DOCUMENTS

104.1 The Company is entitled to destroy:

104.1.1 all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the

- register of members, from six years after the date of registration;
- 104.1.2 all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded;
 - 104.1.3 all share certificates which have been cancelled from one year after the date of the cancellation;
 - 104.1.4 all powers of attorney, grants of probate and letters of administration: at any time after the account to which the relevant mandate, power of attorney, grant of probate or letters of administration related has been closed;
 - 104.1.5 proxy forms where no poll is held, at any time after the expiration of one month after the date of the meeting to which the proxy relates; where a poll is held, at any time after the expiration of one year after the date of the meeting to which the proxy relates;
 - 104.1.6 all paid dividend warrants and cheques from one year after the date of actual payment; and
 - 104.1.7 all proxy notices from one year after the end of the meeting to which the proxy notice relates.
- 104.2 Any document referred to above may, subject to the law, be destroyed before the end of the relevant period so long as a copy of such document (whether made electronically, by microfilm, by digital imaging or by any other means) has been made and is retained until the end of the relevant period.
- 104.3 If the Company destroys a document in good faith, in accordance with the articles, and without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the Company that:
- 104.3.1 entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made;
 - 104.3.2 any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
 - 104.3.3 any share certificate so destroyed was a valid and effective certificate duly and properly cancelled; and
 - 104.3.4 any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the Company.
- 104.4 This article does not impose on the Company any liability which it would not otherwise have if it destroys any document before the time at which this article permits it to do so.
- 104.5 In this article, references to the destruction of any document include a reference to its being disposed of in any manner.

105 **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

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

106 **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

DIRECTORS' INDEMNITY AND INSURANCE

107 **INDEMNITY**

107.1 Subject to article 107.2 a relevant Director of the Company or an associated Company shall and another officer of the Company or associated Company may be indemnified out of the Company's assets against:

107.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company;

107.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

107.1.3 any other liability incurred by that Director as an officer of the Company or an associated Company.

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

107.3 In this article:

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

107.3.2 a **relevant Director** means any Director or former Director of the Company or an associated Company.

108 **INSURANCE**

108.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

108.2 In this article:

108.2.1 a **relevant Director** means any Director or former Director of the Company or an associated Company;

- 108.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company; and
- 108.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

DISCLOSURE OF INTERESTS IN SHARES

109 DISCLOSURE OF INTERESTS IN SHARES

109.1 In this article, unless inconsistent with the context, the following words shall have the following meanings:

109.1.1 **section 793 notice:** a notice given by or on behalf of the Company requiring disclosure of interests in shares pursuant to section 793 of the Companies Act 2006;

109.1.2 **restrictions:** one or more, as the case may be, of the restrictions referred to in article 108.3;

109.1.3 **interested:** has the meaning ascribed to it by sections 820 to 825 of the Companies Act 2006 and so that a person other than the member holding a share shall be treated as appearing to be interested in the share if the member has informed the Company that the person is, or may be, so interested, or if the Directors (after taking account of any information obtained from the member or, pursuant to a section 793 notice, from any other person) know or have reasonable cause to believe that the person is, or may be, so interested;

109.1.4 **market transfer:** in relation to any share, a transfer pursuant to:

109.1.4.1 a sale of the share on a recognised investment exchange or on any stock exchange outside the United Kingdom on which shares of that class are listed or normally traded;

109.1.4.2 a sale of the whole beneficial interest in the share to a person whom the Directors are satisfied is unconnected with the existing holder or with any other person appearing to be interested in the share; or

109.1.4.3 an acceptance of a takeover offer (as defined in section 974 of the Companies Act 2006) which relates to the share.

109.2 If a member or any person appearing to be interested in any share has been given a section 793 notice and, in respect of any share specified in the notice (a 'default share'), has been in default for a period of 14 days after the section 793 notice has been given in supplying to the Company the information required by the notice, the restrictions referred to below shall apply. Those restrictions shall continue for such period as the Directors may specify, but shall end not more than seven days after the earlier of:

109.2.1 the Company being notified that the default shares have been sold pursuant to a market transfer; or

- 109.2.2 due compliance, to the satisfaction of the Directors, with the section 793 notice.
- 109.3 The restrictions referred to above are as follows:
- 109.3.1 if the default shares in which any one person is interested or appears to the Company to be interested represent less than 0.25 per cent. of the issued shares of the relevant class (calculated exclusive of treasury shares), the member holding the default shares shall not be entitled, in respect of those shares, to attend or to vote, either personally, by representative or by proxy, at any general meeting of the Company;
- 109.3.2 if the default shares in which any one person is interested or appears to the Company to be interested represent at least 0.25 per cent. of the issued shares of the relevant class (calculated exclusive of treasury shares), the member holding the default shares shall not be entitled, in respect of those shares:
- 109.3.2.1 to attend or to vote, either personally, by representative or by proxy, at any general meeting of the Company;
- 109.3.2.2 to receive any dividend or other distribution; or
- 109.3.2.3 to transfer or agree to transfer any of those shares or any rights in them.
- 109.4 The restrictions in articles 108.3.1 and 108.3.2 shall not prejudice the right of either the member holding the default shares or, if different, any person having a power of sale over those shares to sell or agree to sell those shares under a market transfer.
- 109.5 If any dividend or other distribution is withheld under article 109.3.2.2 the member shall be entitled to receive it as soon as practicable after the restrictions cease to apply. The member shall not be entitled to interest during the intervening period.
- 109.6 The Directors shall not be liable to any person as a result of having imposed restrictions or having failed to determine that such restrictions shall cease to apply if the Directors acted in good faith.
- 109.7 Shares issued in right of default shares in respect of which a member is for the time being subject to restrictions under this article shall on issue become subject to the same restrictions whilst held by that member as the default shares in right of which they are issued. For this purpose, shares which the Company offers or procures to be offered to shareholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain members by reason of legal or practical problems associated with offering shares outside the United Kingdom) shall be treated as shares issued in right of default shares.
- 109.8 The Directors shall at all times have the right, at their discretion, to suspend, in whole or in part, any restrictions arising pursuant to this article either permanently or for a given period and to pay to a trustee any dividend payable in respect of any default shares or in respect of any shares issued in right of default shares. Notice of suspension, specifying the restriction suspended and the period of suspension shall be given to the relevant member in writing within seven days after any decision to implement such a suspension.

109.9 The provisions of this article are without prejudice to, and shall not affect, the right of the Company to apply any of the provisions referred to in Part 22 of Companies Act 2006.