

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN ORDINARY AND SPECIAL RESOLUTIONS OF NESTLÉ UK LTD. (the Company)

Company number. 51491

Passed on: 14 January 2015

The following written resolutions of the members of the Company were passed as ordinary and special resolutions of the Company

ORDINARY RESOLUTION

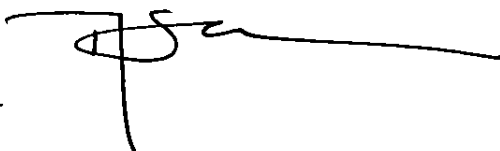
That in accordance with paragraph 43(1) of Schedule 2 to the Companies Act 2006 (Commencement No 8, Transitional Provisions and Savings) Order 2008 (SI 2008/2860), the directors be given the powers to allot shares in the Company or to grant rights to subscribe for or to convert any security into such shares in the Company under section 550 of the Companies Act 2006 This authority is in substitution for all previous authorities conferred on the directors in accordance with section 80 of the Companies Act 1985 or section 551 of the Companies Act 2006

SPECIAL RESOLUTION

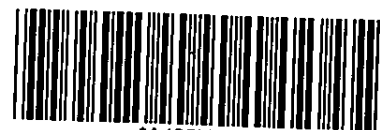
That

- (a) the Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 Companies Act 2006, are to be treated as provisions of the Company's Articles of Association, and
- (b) any limitations previously imposed on the Company's authorised share capital whether by the Company's Memorandum or Articles of Association or by resolution of the shareholders be removed, and
- (c) the Articles of Association which are attached hereto be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association

Director



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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF**

NESTLÉ UK LTD.

Company Number 51491

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
NESTLÉ UK LTD.
Company Number 51491

(adopted by Special Resolution passed on 14 January 2015)

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms and interpretation

1 1 In these Articles, unless the context requires otherwise

appointer has the meaning given in Article 24,

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

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,

business day means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

chairman has the meaning given in Article 13,

chairman of the meeting has the meaning given in Article 52,

Companies Acts means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the company,

Conflict means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company,

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

distribution recipient has the meaning given in Article 44,

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,

eligible director means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

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

group means the company, any subsidiary undertaking or parent undertaking of the company and any subsidiary undertaking of any parent undertaking of the company, in each case for the time being, and **member of the group** (or any similar expression) shall mean any of them,

group employee means an employee of any member of the group,

hard copy form has the meaning given in Section 1168 of the Companies Act 2006,

holder in relation to share means the person whose name is entered in the register of members as the holder of the share,

instrument means a document in hard copy form,

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles,

ordinary resolution has the meaning given in Section 282 of the Companies Act 2006,

paid means paid or credited as paid,

parent company means a company which is the registered holder of not less than 90% of the issued shares,

participate, in relation to a directors' meeting, has the meaning given in Article 11,

proxy notice has the meaning given in Article 58,

shareholder means a person who is the holder of a share,

shares means shares in the company,

special resolution has the meaning given in Section 283 of the Companies Act 2006,

subsidiary has the meaning given in Section 1159 of the Companies Act 2006,

subsidiary undertaking or **parent undertaking** is to be construed in accordance with Section 1162 (and Schedule 7) of the Companies Act 2006 which for the purposes of this definition shall be treated as including any person the shares or ownership interests in which are subject to security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant so such security,

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

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

- 1 2 Words or expressions contained in these Articles which are not defined in this Article 1 but are defined in the Companies Acts have the same meaning as in the Companies Acts to the extent that the same are in force from time to time unless inconsistent with the subject or context
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
 - (a) any subordinate legislation from time to time made under it, whether before or after the date of adoption of these Articles, and
 - (b) any amendment or re-enactment, whether before or after the date of adoption of these Articles, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

- 1 5 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, description, definition, phrase or term preceding those terms
- 1 6 Words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender, and words denoting persons include corporations
- 1 7 No regulations or model articles for management of a company contained or set out in any statute or subordinate legislation, including those contained in the Model Articles, shall apply as the articles of association of the company

2 Liability of members

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

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority

Subject to these 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 Power of directors to change the company's name

The company may change its name by a decision of the directors (in addition to changing its name by a special resolution of the shareholders or otherwise in accordance with the Companies Act 2006)

5 Shareholders' reserve power

- 5 1 The shareholders 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
- 5 3 Any or all powers of the directors (or any of them) shall be restricted in such respects, to such extent and for such duration as the parent company may from time to time by written notice to the company prescribe
- 5 4 No such notice invalidates anything which the directors have done before the date of such notice

6. Directors may delegate

- 6 1 Subject to these Articles, the directors may delegate any of their powers, authorities, discretions and functions
- (a) to such person or committee consisting of one or more directors,
 - (b) by such means (including by power of attorney or otherwise),
 - (c) to such an extent,
 - (d) in relation to such matters or territories, and
 - (e) on such terms and conditions,
- as they think fit

6 2 Unless the directors otherwise resolve, any such delegation will authorise and empower further delegation of the directors' powers, authorities, discretions and functions by any person or committee to whom they are delegated

6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

6 4 In these Articles

- (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them,
- (b) the power to delegate shall be effective in relation to the powers, authorities, discretions and functions of the directors generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities, discretions or functions being exercised by the directors or by a committee authorised by the directors,
- (c) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation, and
- (d) except where expressly provided by the terms of delegation, the delegation of a power, authority, discretion or function shall not exclude the concurrent exercise of that power, authority, discretion or function by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power, authority, discretion or function

7 Committees

7 1 Insofar as any power, authority, discretion or function is so delegated to a committee, any reference in these Articles to the exercise by the directors of such power, authority, discretion or function shall be construed as if it were a reference to the exercise of such power, authority, discretion or function by such committee

7 2 Committees to which the directors delegate any of their powers, authorities, discretions or functions must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by directors

7 3 Unless the directors otherwise resolve, any delegation to a committee will include authority and power for the directors and / or the members of that committee to co-opt on to that committee persons other than directors, who may enjoy voting rights in the committee

7 4 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

8 Directors to take decisions collectively

8 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 9

8 2 If

- (a) the company only has one director for the time being, and
- (b) no provision of these Articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as the director remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision-making

9 Unanimous decisions

9 1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter

9 2 Such a decision may take the form of a resolution in writing, of which each eligible director has signed one or more copies, or to which each eligible director has otherwise indicated agreement in writing

9 3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting

10 Calling a directors' meeting

10 1 Subject to these Articles, the directors may regulate their proceedings as they think fit

10 2 A directors' meeting may be called by

- (a) any director,
- (b) the company secretary (if any),
- (c) any group employee who is a lawyer or who is otherwise employed in the legal function of the group or any member of the group, or
- (d) any other person authorised by the directors for this purpose,

giving notice of the meeting to the directors

10 3 Notice of a directors' meeting must be given to each director, but need not be in writing. Notice shall be deemed to be given to a director if it is given to him personally or by word of mouth or sent in hard copy form to him, at his last known address or such other address (if any) as may for the time being be notified by him or on his behalf to the company for that purpose, or sent in electronic form to the director's e-mail address at the group or such other address (if any) for the time being notified by him or on his behalf to the company for that purpose

10 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company 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

10 5 Failure to give notice of a board meeting shall not affect the validity of the meeting or of any business conducted at it, provided that reasonable efforts are made to give notice to all directors entitled to receive notice

11 Participation in directors' meetings

11 1 Subject to these Articles, directors participate in a directors' meeting or part of a directors' meeting, when

- (a) the meeting has been called and takes place in accordance with these Articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

11 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

11 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

12. Quorum for directors' meetings

- 12 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 12 2 Subject to Article 12 3, the quorum for the transaction of business at a meeting of directors is any two eligible directors or, where there is only one director in office for the time being, that director
- 12 3 For the purpose of any meeting (or any part of a meeting) held pursuant to Article 16 to authorise a Conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director
- 12 4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision

(a) to appoint further directors, or

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

13. Chairing of directors' meetings

- 13 1 The directors may appoint a director to chair their meetings
- 13 2 The person so appointed for the time being is known as the **chairman**
- 13 3 The directors may terminate the chairman's appointment at any time
- 13 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it
- 13 5 At any directors' meeting the directors may appoint any other director participating in the meeting to chair that meeting, whether or not a chairman has been appointed and whether or not the chairman is participating in that meeting

14. Casting Vote

- 14 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote
- 14 2 But this does not apply if, in accordance with these Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

15 Transactions or other arrangements with the company

- 15 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Act 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act 2006)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006

The provisions of Articles 15 1(a) to (f) (inclusive) are subject, where applicable, to any terms and conditions imposed by the directors in accordance with Article 16 3(b)

15 2 Subject to Article 15 3 below, 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 or other director chairing the meeting whose ruling in relation to any director other than the himself is to be final and conclusive

15 3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman or other director chairing the meeting, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman or other director chairing the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

16. Directors' conflicts of interest

16 1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest

16 2 Any authorisation under this Article will be effective only if

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question or any other interested director, and
- (c) the matter was agreed to without the director in question or any other interested director voting or would have been agreed to if such vote or such votes had not been counted

16 3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine (including (without limitation) any steps or procedures referred to in Article 16 5) but otherwise such authorisation is given to the fullest extent permitted, and
- (c) be terminated or varied by the directors at any time, but this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

16 4 A director shall be under no duty to the company with respect to any information obtained through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a Conflict, this Article applies only if the existence of that relationship has been authorised by the directors under Article 16 1. In particular, the director is under no obligation to (and he shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 because he fails to)

(a) disclose such information to the directors or to any director or other officer or employee of the company, or

(b) use or apply any such information in performing his duties as a director

Where to do so would amount to a breach of that confidence

16 5 Where the directors authorise a Conflict, the director may, and shall if so requested by the directors (whether at the time of the giving of the authorisation or subsequently), take such additional steps as may be necessary or desirable for the purpose of managing the Conflict, including compliance with any procedures laid down from time to time by the directors for the purpose of managing Conflicts generally and/or any specific procedures approved by the directors for the purpose of or in connection with the situation or matter in question, including without limitation

(a) absenting himself from meetings of directors at which any matter relating to the Conflict will or may be discussed or from the discussion of any such matter at a meeting or otherwise, and/or

(b) not voting (and not being counted in the quorum) at any future meetings of directors in relation to any resolution relating to the Conflict, and/or

(c) not receiving or reviewing, and/or making arrangements not to receive or review, documents and information relating to the Conflict sent or supplied by the company and/or making arrangements for such documents and information to be received and reviewed by a professional adviser, and/or

(d) (without prejudice to the general obligations of confidentiality) the application to the director of a strict duty of confidentiality to the company for any confidential information of the company in relation to the situation or matter in question

A director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 because he takes such additional steps or complies with any such procedures, including without limitation those mentioned in Articles 16 5(a) to (c) for so long as he reasonably believes such Conflict subsists

16 6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any member of the group and no further authorisation under Article 16 1 shall be necessary in respect of any such interest

16 7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

17 Records of decisions to be kept

17 1 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

17 2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the directors to retain a copy of such decisions

18 Directors' discretion to make further rules

Subject to these 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

NUMBER OF DIRECTORS AND APPOINTMENT OF DIRECTORS

19. Number of directors

- 19 1 The number of directors shall not be subject to any maximum number but shall not be less than one. A sole director shall have all the powers, duties and discretions conferred on or vested in the directors by these Articles

20 Methods of appointing directors

- 20 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

- (a) by ordinary resolution,
- (b) by a decision of the directors, or
- (c) by a notice of appointment given in accordance with Article 20 2

- 20 2 The parent company may appoint a person to be a director and/or remove a director from office (whenever and howsoever appointed). The appointment or removal is effected by written notice signed by any officer, or some other person duly authorised on behalf, of the parent company. The appointment or removal takes effect immediately upon being left at the registered office of the company, produced to the secretary (if any) or produced at a directors' meeting or on such later date (if any) specified in the notice

21. Termination of director's appointment

- 21 1 A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms,
- (f) that person is removed from office by notice given under Article 20 2,
- (g) that person is removed from office by notice addressed to him at his last known address and signed by all the other directors

- 21 2 Any removal of a director pursuant to Article 21 1(f) or (g) shall be without prejudice to any claim for breach of contract under any employment agreement between the company and the director so removed

22. Directors' remuneration

- 22 1 Directors may undertake any services for the company that the directors decide

- 22 2 Directors are entitled to such remuneration as the directors determine
- (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company
- 22 3 Subject to these Articles, a director's remuneration may
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 22 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day
- 22 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 subsidiary undertakings or of any other body corporate in which the company is interested
- 23. Expenses of directors, alternate directors and the secretary**
- 23 1 The company shall pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of any class of shares or of debentures of the company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

ALTERNATE DIRECTORS

24. Appointment and removal of alternate directors

- 24 1 Any director (**appointor**) may appoint as an alternate any other director, the secretary (if any) or any group employee, or any other person approved by a decision of the directors, willing to act and permitted by law to do so, to
- (a) exercise that director's powers, and
 - (b) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 24 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
- 24 3 The notice must
- (a) identify the proposed alternate, and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

25 Rights and responsibilities of alternate directors

- 25 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

25 2 Except as these Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

25 3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of Articles 25 3(a) and (b)

25 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

25 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be 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

26. Termination of alternate directorship

26 1 An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a director terminates

DIVISIONAL DIRECTORS ETC.

27 Divisional directors

27 1 The directors may from time to time appoint any person (who is not a director of the company) who is a group employee to be a divisional director of the company (**divisional director**), or such other title or titles incorporating the word "director" as the directors shall from time to time determine, on such terms as the directors shall in their absolute discretion think fit. Any person so appointed shall not be a director of the company for any of the purposes of the Companies Act 2006. The directors may in their absolute discretion at any time terminate any such appointment

27 2 Without prejudice to the generality of Article 27 1

- (a) a divisional director shall not have any powers or be subject to any of the duties of a director save insofar as specific powers or duties may be vested in or delegated to him by the directors,
- (b) a divisional director shall not have access to the books of the company and shall not be entitled to receive notice of or to attend or vote at directors' meetings. A divisional director attending any such meeting by invitation of the directors shall not be included in the number required to form a quorum,
- (c) a divisional director shall not be entitled to any remuneration pursuant to these Articles. However, the appointment of any person as a divisional director shall not (unless otherwise agreed between him and the company) affect the existing terms and conditions of employment, remuneration, retirement benefits, pension or other rights or duties of such person,
- (d) the office of a divisional director shall be automatically vacated in the event of his ceasing to be a group employee or in the event of his appointment being terminated in accordance with the provisions of Article 27 1,
- (e) the directors may enter into any contracts and transact any business without the knowledge or approval of any divisional director provided that no transaction shall be carried out which would impose any personal liability on all or any of the divisional directors for the time being, either under the Companies Act 2006 or otherwise, except with their or his consent, and
- (f) the expression **director**, **a director** and **the directors** in these Articles shall not mean or include a divisional director or divisional directors

28 Local boards

- 28 1 The directors may establish any local boards, managers or agencies for managing any of the affairs of the company, either in the United Kingdom or elsewhere, and may appoint any persons who are group employees to be members of such local boards, or to be managers or agents, and may fix their remuneration. The directors may delegate to any local board, manager or agent any of the powers, authorities, discretions and functions vested in or exercisable by the directors, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies. Any such appointment or delegation may be made on such terms and subject to such conditions as the directors may think fit. The directors may remove any person so appointed, and may revoke, annul or vary any such delegation, but no person dealing in good faith and without notice of such revocation, annulment or variation shall be affected by it.

29. Offices including the title "director"

- 29 1 In addition to the powers contained in Articles 27 and 28 the directors may from time to time appoint any person (who is not a director of the company) who is a group employee to an office or employment having a designation or title including the word "director" or attach to any existing office or employment with the company such a designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a director of the company for any of the purposes of these Articles or of the Companies Act 2006.

30. Secretary

- 30 1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

SHARES AND DISTRIBUTION

SHARES

31 Issue of shares outside the group

- 31 1 The directors shall not exercise any power of the company to allot shares or other securities in, or to grant rights to subscribe for, or convert into, shares or other securities of, the company to any person who is not a shareholder or who is not a member of the group without the prior written consent of the parent company (if any). Without limitation, the powers of the directors under section 550 of the Companies Act 2006 are limited accordingly

32 Sections 561 and 562 of the Companies Act 2006 excluded

- 32 1 Sections 561 and 562 of the Companies Act 2006 shall not apply to the company

33 All shares to be fully paid up

- 33 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue
- 33 2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum

34 Powers to issue different classes of share

- 34 1 Subject to these Articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 34 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

35 Company not bound by less than absolute interests

- 35 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 these 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

36. Share certificates

- 36 1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 36 2 Every certificate must specify
- (a) in respect of how many shares, of what class, it is issued,
 - (b) the nominal value of those shares,
 - (c) that the shares are fully paid, and
 - (d) any distinguishing numbers assigned to them
- 36 3 No certificate may be issued in respect of shares of more than one class
- 36 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 36 5 Certificates must
- (a) have affixed to them the company's common seal, or

- (b) be otherwise executed in accordance with the Companies Acts, or
- (c) be issued in such other manner as the directors may approve

37 Replacement share certificates

37 1 If a certificate issued in respect of a shareholder's shares is

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

that shareholder is, subject to having first complied with the obligations in Articles 37 2(b) and (c), entitled to be issued with a replacement certificate in respect of the same shares

37 2 A shareholder exercising the right to be issued with such a replacement certificate

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced, and
- (c) must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the directors decide

38 Share transfers

38 1 No share may be transferred to, or registered in the name of, any person who is not a shareholder or who is not a member of the group without the prior written consent of the parent company

38 2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor

38 3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

38 4 The company may retain any instrument of transfer which is registered

38 5 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

38 6 The directors may refuse to register the transfer of a share, and if they do so, 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

39 Transmission of shares

39 1 If the parent company delivers to the company a written notice signed by an officer of the parent company or by some other person duly authorised on behalf of the parent company stating that any share is held by the registered holder as the nominee of the parent company (or, in the case of a share registered in the name of a deceased or bankrupt holder, was so held at the time of his death or bankruptcy) and naming some other person as having been authorised by the parent company to sign transfers in the place of the holder or the deceased or bankrupt holder, the directors shall be entitled and bound to give effect to any instrument of transfer of that share signed by the person so named as transferor in all respects as if the instrument were signed by the registered holder of the share or by his personal representatives or trustee in bankruptcy

39 2 Subject to Article 39 1, if title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share

39 3 A transmittee who produces such evidence of entitlement to shares as the directors may properly require

(a) may, subject to these Articles, choose either to become the holder of those shares or to have them transferred to another person, and

(b) subject to these Articles, and pending any transfer of the shares to another person, has the same rights as the holder had

39 4 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, 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

40. Exercise of transmittees' rights

40 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

40 2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it

40 3 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

41 Transmittees bound by prior notices

41 1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person(s) named as transferee(s) in an instrument of transfer executed under Article 40 2, has been entered in the register of members

42 Purchase of own shares

42 1 Subject to the Companies Act 2006, but without prejudice to any other provision of these Articles, the company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Companies Act 2006, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of

(a) £15,000, and

(b) the value of 5% of the company's share capital

DIVIDENDS AND OTHER DISTRIBUTIONS

43 Procedure for declaring dividends

43 1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

43 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

43 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights

43 4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or rights attached to any shares, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it

43 5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

43 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

43 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

44 Payment of dividends and other distributions

44 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it may, subject to Article 44 2, be paid by one or more of the following means

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (b) transfer to, or by means of entries in, any group banking, treasury, financing, accounting or netting account, system or arrangement specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (c) 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
- (d) 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
- (e) by any electronic or other means as the directors may decide, to an account, or in accordance with the details, specified by the distribution recipient either in writing or as the directors may otherwise decide

44 2 In respect of the payment of any dividend or other sum which is a distribution, the directors may decide, and notify distribution recipients, that

- (a) one or more of the means described in Article 44 1 will be used for payment and a distribution recipient may elect to receive the payment by one of the means so notified in the manner prescribed by the directors,
- (b) one or more of such means will be used for the payment unless a distribution recipient elects otherwise in the manner prescribed by the directors, or
- (c) one or more of such means will be used for the payment and that distribution recipients will not be able to elect otherwise

The directors may for this purpose decide that different methods of payment may apply to different distribution recipients or groups of distribution recipients

44 3 In these Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable

- (a) the holder of the share, or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

45 No interest on distributions

45 1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

- (a) the rights attached to the share, or
- (b) the provisions of another agreement between the holder of that share and the company

46 Unclaimed distributions

46 1 All dividends or other sums which are

- (a) payable in respect of shares, and
- (b) 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

46 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

46 3 If

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) 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

47. Non-cash distributions

47 1 Subject to the rights attached to 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)

47 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

- (a) fixing the value of any assets,
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

48. Waiver of distributions

48 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

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or 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

CAPITALISATION OF PROFITS

49. Authority to capitalise and appropriation of capitalised sums

- 49 1 Subject to these Articles, the directors may, if they are so authorised by an ordinary resolution
- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve, and
 - (b) appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions
- 49 2 Capitalised sums must be applied
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them
- 49 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
- 49 4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct
- 49 5 Subject to these Articles the directors may
- (a) apply capitalised sums in accordance with Articles 49 3 and 49 4 partly in one way and partly in another,
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
 - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

50. Attendance and speaking at general meetings

- 50 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
- 50 2 A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 50 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

50 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

50 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

51. Quorum for general meetings

51 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

52 Chairing general meetings

52 1 Subject to Article 52 3, if the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

52 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

52 3 At any general meeting the directors or the shareholders present may appoint any director or shareholder present to chair that meeting, whether or not the directors have appointed a chairman and whether or not the chairman is present

52 4 The person chairing a meeting in accordance with this Article is referred to as the **chairman of the meeting**

53. Attendance and speaking by directors and non-shareholders

53 1 Directors may attend and speak at general meetings, whether or not they are shareholders

53 2 The chairman of the meeting may permit other persons who are not

(a) shareholders of the company, or

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

to attend and speak at a general meeting

54. Adjournment

54 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

54 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

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

54 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

- 54 4 When adjourning a general meeting, the chairman of the meeting must
- (a) 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
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 54 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain
- 54 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

55 Voting: General

- 55 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles

56 Errors and disputes

- 56 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
- 56 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

57 Poll votes

- 57 1 A poll on a resolution may be demanded
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 57 2 A poll may be demanded by
- (a) the chairman of the meeting,
 - (b) the directors,
 - (c) any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote at the meeting
- 57 3 A demand for a poll may be withdrawn if
- (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

57 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

58 Content and delivery of proxy notices

58 1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which

- (a) states the name and address of the shareholder appointing the proxy,
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the company in accordance with these Articles at any time before the start of the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the proxy notice at any time before the meeting

58 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

58 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

58 4 Unless a proxy notice indicates otherwise, it must be treated as

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

59. Proxy notices - general

59 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person

59 2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given

59 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

59 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

60 Amendments to resolutions

60 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

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

- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 60 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 60 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

ADMINISTRATIVE ARRANGEMENTS

61 Means of communication to be used

- 61 1 Subject to these Articles, anything sent or supplied by or to the company under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- 61 2 Subject to these 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
- 61 3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 24 hours

62. When communications are deemed served or delivered

- 62 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- (a) if properly addressed and sent
 - (i) by prepaid United Kingdom first class post to an address in the United Kingdom, the day after it was posted,
 - (ii) by prepaid United Kingdom second class post to an address in the United Kingdom, two days after it was posted,
 - (iii) to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, three days after posting if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least three days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider,
 - (b) if properly addressed and delivered by hand (which shall, for the avoidance of doubt, include delivery by courier), when it was given or left at the appropriate address,
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article, no account shall be taken of any part of a day that is not a business day

- 62 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the Companies Act 2006

63 Company seals

- 63 1 Any common seal may only be used by the authority of the directors
- 63 2 The directors may decide by what means and in what form any common seal is to be used
- 63 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
- 63 4 For the purposes of this Article, an **authorised person** is
- (a) any director of the company,
 - (b) the company secretary (if any), or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

64 No right to inspect accounts and other records

- 64 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 shareholder

65 Provision for employees on cessation of business

- 65 1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiary undertakings (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 undertaking

INDEMNITY AND INSURANCE

66 Indemnity and insurance

- 66 1 Subject to Article 66 2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
 - (ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006,

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, or regulatory investigation or action, in which judgment is given in his favour or in which he is acquitted or the proceedings are, or the investigation or action is, otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

- (b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings, investigation, action or application referred to in Article 66 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

66 2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly

66 3 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

66 4 In this Article

- (a) **associated company** means any member of the group and **associated companies** shall be construed accordingly,
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)