

RES

COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

CHANEL LIMITED

REGISTERED NUMBER: 00203669

(THE "COMPANY")

ARTICLES OF ASSOCIATION

adopted by special resolution passed on

24 FEBRUARY 2022

Table of contents

	Page
Preliminary	5
1 Default Articles not to apply	5
Part 1 Interpretation and Limitation of Liability	5
2 Defined terms and interpretation	5
3 Liability of Shareholders	7
Part 2 Directors	7
Directors' Powers and Responsibilities.....	7
4 Number and classes of Directors	7
5 Directors' general authority.....	7
6 Shareholders' reserve power	7
7 Directors may delegate	7
8 Committees	8
Decision-Making by Directors	8
9 Directors to take decisions collectively.....	8
10 Reserved Matters	8
11 Directors' written resolutions	9
12 Calling a Directors' meeting	10
13 Participation in Directors' meetings	10
14 Quorum for Directors' meetings	11
15 Chairing of Directors' meetings	11
16 No casting vote	11
17 Validity of proceedings.....	11
18 Record of decisions to be kept.....	11
19 Directors' discretion to make further rules.....	11
Directors' Interests	12
20 Authorisation of Directors' interests.....	12
21 Permitted Interests.....	12

22	Quorum and voting.....	13
23	Confidential information.....	13
24	Directors' interests - general	14
	Appointment of Directors.....	14
25	Methods of appointing Directors.....	14
26	Termination of Director's appointment	15
27	Directors' remuneration	15
28	Directors' expenses	16
	Alternate Directors	16
29	Alternate Directors	16
	Secretary	17
30	Secretary	17
	Part 3 Shares and Distributions.....	17
	Shares 17	
31	All Shares to be Fully Paid up	17
32	Rights of the Ordinary Shares	17
33	Disapplication of pre-emption rights	18
34	Powers to issue different classes of share.....	18
35	Company not bound by less than absolute interests.....	18
36	Share certificates.....	18
37	Replacement share certificates	19
38	Share transfers	19
39	Transmission of Shares.....	19
40	Exercise of Transmittes' rights	20
41	Transmittes bound by prior notices	20
	Dividends and other Distributions.....	20
42	Procedure for declaring Dividends and other Distributions.....	20
43	Payment of Dividends and other Distributions	21
44	No interest on Distributions	21

45	Unclaimed Distributions.....	21
46	Non-cash Distributions	22
47	Waiver of Distributions	22
	Capitalisation of Profits.....	23
48	Authority to capitalise and appropriation of Capitalised Sums	23
	Part 4 Decision-Making by Shareholders	23
	Organisation of general meetings	23
49	Attendance and speaking at general meetings	23
50	Quorum for general meetings.....	24
51	Chairing general meetings	24
52	Attendance and speaking by Directors and non-Shareholders.....	24
53	Adjournment	25
	Voting at general meetings.....	25
54	Voting: general	25
55	Errors and disputes.....	25
56	Poll votes	25
57	Content of Proxy Notices.....	26
58	Delivery of Proxy Notices	26
59	Amendments to resolutions.....	27
	Part 5 Administrative Arrangements.....	28
60	Means of communication to be used	28
61	Joint Shareholders	28
62	Company seals.....	29
63	Provision for employees on cessation of business.....	29
64	Authentication of Documents.....	29
	Directors' Liabilities	30
65	Indemnity.....	30
66	Insurance	30
67	Defence expenditure.....	30

Preliminary

1 Default Articles not to apply

Neither the regulations in Table A in The Companies (Tables A to F) Regulations 1985 nor any other articles or regulations prescribing the form of articles which may apply to companies under the Companies Acts or any former enactment relating to companies shall apply to the Company.

Part 1 Interpretation and Limitation of Liability

2 Defined terms and interpretation

2.1 In the Articles, unless the context requires otherwise:

“Alternate” or “Alternate Director” has the meaning given in Article 29;

“Appointor” has the meaning given in Article 29;

“Articles” means the Company’s articles of association as altered from time to time;

“Associated Company” has the same meaning as in Section 256 of the Companies Act 2006;

“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;

“Chair” has the meaning given in Article 15;

“Companies Acts” means the Companies Acts (as defined in Section 2 of the Companies Act 2006) and includes any enactment passed after those Companies Acts which may, by virtue of that or any other such enactment, be cited together with those Companies Acts as the “Companies Acts” (with or without the addition of an indication of the date of any such enactment), in so far as they apply to the Company;

“Director” means a director of the Company, and includes any person (including any natural person and, subject to the Companies Acts, any legal person) occupying the position of director, by whatever name called;

“Distribution” has the same meaning as in Section 829 of the Companies Act 2006;

“Dividend” includes for the avoidance of doubt an interim Dividend and a final Dividend;

“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;

“Independent Director” has the meaning given in Article 4.2;

“Ordinary Resolution” has the meaning given in Section 282 of the Companies Act 2006;

“Ordinary Shares” means the ordinary shares in the capital of the Company having the rights set out in these Articles;

“Paid” means Paid or credited as Paid;

“Payee” has the meaning given in Article 43;

“Proxy Notice” has the meaning given in Article 57;

“Relevant Company” means, for the purposes of Article 21:

- a) the Company;
- b) a Subsidiary of the Company;
- c) any holding company of the Company or a Subsidiary of any such holding company;
- d) any body corporate promoted by the Company; or
- e) any body corporate in which the Company is otherwise interested;

“Relevant Director” means any Director or former Director of the Company or any director or former director of an Associated Company of the Company;

“Reserved Matter” has the meaning given in Article 10.1;

“Secretary” means any person appointed to perform the duties of the secretary of the Company (including any deputy or assistant secretary) in accordance with Article 30;

“Shareholder” means a person whose name is entered in the register of members as the holder of Shares;

“Shares” means Shares in the Company (including the Ordinary Shares);

“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” 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.

2.2 In these Articles:

- 2.2.1 words describing the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and the neuter gender;
 - 2.2.2 the words “including” and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any words of expressions; and
 - 2.2.3 unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts.
- 2.3 The provisions of these Articles relating to general meetings and to the proceedings at such meetings shall apply to separate meetings of a class of Shareholders.
- 3 Liability of Shareholders
- The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them

Part 2 Directors

Directors’ Powers and Responsibilities

4 Number and classes of Directors

- 4.1 The Directors shall not be less than two and shall not be subject to any maximum.
- 4.2 The Shareholders shall, by Ordinary Resolution, designate from time to time two or more Directors as “Independent Directors”, such Independent Directors being persons not employed by either the Company or any of its Subsidiaries.

5 Directors’ general authority

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.

6 Shareholders’ reserve power

- 6.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 6.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the Special Resolution if such Special Resolution was taken in accordance with the Articles and the Companies Acts.

7 Directors may delegate

- 7.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - 7.1.1 to such employee or agent of the Company (who need not be a Director) appointed from time to time by the Directors or to such other person (who need not be a Director) or

committee (comprising any number of persons, who need not be Directors, employees or agents);

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

7.1.3 to such an extent;

7.1.4 in relation to such matters or territories at any time; and

on such terms and conditions, as they think fit.

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

7.3 Any reference in these Articles to the exercise of a power or discretion by the Directors shall include a reference to the exercise of a power or discretion by any person or committee to whom it has been delegated.

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

8 Committees

The Directors may delegate any of their powers to any committee consisting of one or more Directors. Any such delegation shall, in the absence of express provision to the contrary in terms of delegation, be deemed to include authority to sub-delegate all or any of the powers delegated to one or more Directors (whether or not acting as a committee) or to any employee or agent of the Company. Any such delegation may be made subject to such conditions as the Directors may specify and may be revoked or altered. Subject to any conditions imposed by the Directors, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

Decision-Making by Directors

9 Directors to take decisions collectively

Each Director shall have one vote with respect to each matter voted upon by the Directors. Subject to Article 10, the Directors shall take any decision at a meeting (or by written consent in lieu of meeting in accordance with Article 11) by the affirmative vote or consent of a simple majority of votes cast by those Directors present or represented and voting.

10 Reserved Matters

10.1 Subject to Article 10.2, any decision of the Directors in respect of the following matters (each a "Reserved Matter") must be approved by a majority of Directors, such majority to include at least a majority of the Independent Directors then serving:

10.1.1 recommend payment of a Dividend or other Distribution to the Shareholders for determination and declaration in accordance with Article 42;

10.1.2 redeem, repurchase or acquire any Shares in the Company;

10.1.3 amend the Articles, by-laws or other applicable governing Documents of the Company;

- 10.1.4 approve or adopt any capital increase or capital reduction of the Company;
- 10.1.5 commence a merger, demerger, consolidation, restructuring, recapitalisation, spin- off, disposition of all or substantially all assets, or other reorganisation of the Company;
- 10.1.6 adopt a plan or agreement of complete or partial liquidation, dissolution or winding- up, or commence a voluntary filing for Bankruptcy;
- 10.1.7 issue, deliver or sell, or authorise the issuance, delivery or sale of any Shares or other securities in the Company
- 10.1.8 sell, lease, pledge, assign or otherwise transfer or otherwise dispose of any assets, properties, interests or businesses of the Company or any of its Subsidiaries having a value in excess of £150 million;
- 10.1.9 purchase or otherwise acquire, whether directly or through a Subsidiary company, any assets, properties, interests or businesses having a value in excess of £150 million;
- 10.1.10 incur or agree to incur, or guarantee, whether directly or through a Subsidiary company, indebtedness for borrowed money (or other off balance sheet undertaking) in excess of £150 million, either individually or in the aggregate;
- 10.1.11 appoint or remove the Chief Executive Officer of the Company or change his or her terms of employment or responsibilities;
- 10.1.12 make any material change in the nature of the business of the Company, including entering into a new line of business or discontinuing or substantially reducing an existing line of business;
- 10.1.13 make any change to the name of the Company;
- 10.1.14 amend or adopt any option, restricted share unit or other equity compensation plan or increase the number of Shares in the Company available under any existing plan;
- 10.1.15 enter into any transaction with any direct or indirect Shareholder with a value in excess of £150 million; or
- 10.1.16 make any commitment to take any of the foregoing actions.
- 10.2 No agreement, arrangement or transaction between Associated Companies shall constitute a Reserved Matter for the purposes of Articles 10.1.8, 10.1.9 and 10.1.10.
- 10.3 A series of related transactions shall be construed as a single transaction, and any amounts involved in the related transactions shall be aggregated, to determine whether a matter is a Reserved Matter.
- 11 Directors' written resolutions
 - 11.1 Any Director may propose a written resolution by giving written notice to all the other Directors or may request the Secretary (if any) to give such notice.
 - 11.2 A Directors' written resolution is adopted when a majority of the Directors who would have been entitled to vote on such resolution if it had been proposed at a meeting of the Directors have:

11.2.1 signed one or more copies of it, physically or electronically; or

11.2.2 otherwise indicated their agreement to it in Writing,

PROVIDED THAT, if the Directors' written resolution is in respect of a Reserved Matter, such majority must also include a majority of the Independent Directors then serving.

11.3 A Directors' written resolution is not adopted if the number of Directors who have signed it is less than the necessary quorum for Directors' meetings.

12 Calling a Directors' meeting

12.1 Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors or by requesting the Secretary (if any) to give such notice.

12.2 Notice of any Directors' meeting must indicate:

12.2.1 its proposed date and time;

12.2.2 its proposed agenda;

12.2.3 where it is to take place; and

12.2.4 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.

12.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing provided that the giving of such notice can be evidenced by plausible means.

12.4 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 before or 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.

13 Participation in Directors' meetings

13.1 Subject to the Articles, Directors are deemed to 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.

14.3 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:

14.3.1 to appoint further Directors; or

14.3.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

15 Chairing of Directors' meetings

15.1 The Directors may by resolution designate an Independent Director as a standing chair to the board (the "Chair") and to remove any such Chair. In the event of a voluntary resignation of the Chair or removal by the Directors, the Directors may by resolution appoint a new Chair.

15.2 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors may appoint any other Director to chair the meeting.

16 No casting vote

If the numbers of votes for and against a proposal are equal, neither the Chair nor any other Director chairing the meeting shall have a casting vote.

17 Validity of proceedings

All acts done by any meeting of Directors, or of any committee or sub-committee of the Directors, or by any person acting as a member of any such committee or sub-committee, shall as regards all persons dealing in good faith with the Company be valid, notwithstanding that there was some defect in the appointment of any Director or any such persons, or that any such persons had vacated office, or were not entitled to vote.

18 Record of decisions to be kept

The Directors or Secretary (if any) must ensure that the Company keeps a record, in Writing, of every majority decision taken by the Directors and of every Directors' written resolution for at least ten years from the date of the decision or resolution.

19 Directors' discretion to make further rules

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.

Directors' Interests

20 Authorisation of Directors' interests

20.1 For the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director to avoid a situation of actual or potential direct or indirect personal conflict with the interests of the Company.

20.2 Authorisation of a matter under this Article 20 shall be effective only if:

20.2.1 the matter in question was proposed for consideration at a meeting of the Directors, in accordance with the usual procedures for such meetings or in such other manner as the Directors may resolve;

20.2.2 the matter was agreed to at a meeting of the Directors with a sufficient quorum and without counting the Director in question and any other interested Director (together the "Interested Directors"); and

20.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

20.3 Any authorisation of a matter under this Article may:

20.3.1 extend to any actual or potential conflict of interest which may arise out of the matter;

20.3.2 be subject to such conditions or limitations as the Directors may resolve, whether at the time such authorisation is given or subsequently; and

20.3.3 be revoked by the Directors at any time,

and a Director shall comply with any obligations imposed by the Directors pursuant to any such authorisation.

20.4 A Director shall not, save as otherwise agreed by him or her, be accountable to the Company for any benefit which he or she (or a person connected with him or her) derives from any matter authorised by the Directors under this Article 20 and any contract, transaction or arrangement relating to such a matter does not have to be avoided on the grounds of any such benefit.

21 Permitted Interests

21.1 Subject to compliance with Article 21.2, a Director, notwithstanding his or her office, may have an interest of the following kind:

21.1.1 where a Director (or a person connected with him or her) is a director or other officer of, or employed by, or otherwise interested (including by the holding of Shares) in any Relevant Company;

21.1.2 where a Director (or a person connected with him or her) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Relevant Company, or in which the Company is otherwise interested;

- 21.1.3 where a Director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;
- 21.1.4 where a Director has an interest, or a transaction or arrangement gives rise to an interest, of which the Director is not aware; or
- 21.1.5 where a Director has any other interest authorised by Ordinary Resolution of the Shareholders.

No authorisation under Article 21 shall be necessary in respect of any such interest.

21.2 A Director shall declare the nature and extent of any interest permitted under Article 21.1 and not falling within Article 21.3, at a meeting of the Directors or in such other manner as the Directors may resolve.

21.3 No declaration of an interest shall be required by a Director in relation to an interest:

- 21.3.1 falling within Article 21.1.1, 21.1.3 or 21.1.4;
- 21.3.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- 21.3.3 if, or to the extent that, it concerns the terms of his or her service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

21.4 A Director shall not, save as otherwise agreed by him or her, be accountable to the Company for any benefit which he or she (or a person connected with him or her) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Relevant Company or for such remuneration, each as referred to in Article 21.1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

22 Quorum and voting

22.1 A Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he or she (or a person connected with him or her) has an interest, unless the interest is solely of a kind permitted by Article 21.1.

22.2 A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which he or she is not entitled to vote.

23 Confidential information

23.1 If a Director, otherwise than by virtue of his or her position as Director, receives information in respect of which he or she owes a duty of confidentiality to a person other than the Company, he or she shall not be required:

- 23.1.1 to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company; or
- 23.1.2 otherwise use or apply such confidential information for the purpose of or in connection with the performance of his or her duties as a Director.
- 23.2 This Article 23 is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 23.
- 24 **Directors' interests - general**
- 24.1 For the purposes of Articles 20 to 24:
 - 24.1.1 a person is connected with a Director if that person is connected for the purposes of Section 252 of the Companies Act 2006; and
 - 24.1.2 an interest (whether of the Director or of such a connected person) of which a Director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his.
- 24.2 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors, take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest 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:
 - 24.2.1 absenting himself or herself from any meetings of the Directors at which the relevant situation or matter falls to be considered; and
 - 24.2.2 not reviewing Documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such Documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him or her to have access to such Documents or information.
- 24.3 The Shareholders may by Ordinary Resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles 20 to 24.

Appointment of Directors

- 25 **Methods of appointing Directors**
- 25.1 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:
 - 25.1.1 by Ordinary Resolution of the Shareholders; or
 - 25.1.2 by a decision of the Directors.

- 25.2 Each Director's appointment as a Director pursuant to Article 25.1 shall be for a term starting from the date of appointment to the following 31 March, unless extended by Ordinary Resolution of the Shareholders or a decision of the Directors, and shall subsequently be re-appointed annually by 31 March each year.
- 26 Termination of Director's appointment
- 26.1 The Shareholders may by Ordinary Resolution terminate any Director's appointment in accordance with sections 168 and 312 of the Companies Act 2006.
- 26.2 A person ceases to be a Director as soon as:
- 26.2.1 that person ceases to be a Director by virtue of any provision of the Companies Acts or is prohibited from being a director by law;
 - 26.2.2 that person's employment with the Company or any Associated Company terminates for any reason;
 - 26.2.3 a Bankruptcy order is made against that person;
 - 26.2.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 26.2.5 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;
 - 26.2.6 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
 - 26.2.7 the term of such Director's appointment expires in accordance with Article 25.2; or
 - 26.2.8 that person is terminated in accordance with Article 26.1.
- 27 Directors' remuneration
- 27.1 Directors may undertake any services for the Company that the Directors decide.
- 27.2 Directors are entitled to such remuneration as the Directors determine:
- 27.2.1 for their services to the Company as Directors; and
 - 27.2.2 for any other service which they undertake for the Company.
- 27.3 Subject to the Articles, a Director's remuneration may:
- 27.3.1 take any form; and
 - 27.3.2 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.
- 27.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

28 Directors' expenses

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

28.1.1 meetings of Directors or committees of Directors;

28.1.2 general meetings; or

28.1.3 separate meetings of the Shareholders 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, subject always to the terms of any letter of appointment or other agreement relating to a Director's expenses between a Director and the Company.

Alternate Directors

29 Alternate Directors

29.1 Any Director (the "Appointor") may at any time appoint another Director to be his or her alternate (the "Alternate" or the "Alternate Director") and may at any time terminate such appointment.

29.2 The appointment or termination of appointment of an Alternate Director must be made by notice in Writing signed by the appointer or in any other manner approved by the Directors.

29.3 The notice must identify the proposed Alternate and, in the case of an appointment, contain a statement signed by the proposed Alternate stating that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

29.4 The appointment of an Alternate Director shall terminate:

29.4.1 when the appointer revokes the appointment by notice to the Company specifying when it is to terminate;

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

29.4.3 on the death of the Alternate's appointer; or

29.4.4 if his or her appointer ceases to be a Director.

29.5 An Alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his or her appointer is a member and shall be entitled to attend and vote as a Director at any such meeting and be counted in the quorum at any such meeting at which his or her appointer is not personally present and generally at such meetings to perform all functions of his or her appointer as a Director. For the purposes of the proceedings at such meetings, the provisions of these Articles shall apply as if the Alternate Director (instead of his or her Appointor) were a Director.

- 29.6 If an Alternate is himself or herself a Director or shall attend any such meeting as an Alternate for more than one Director, his or her voting rights shall be cumulative but he or she shall not be counted more than once for the purposes of the quorum.
- 29.7 If his or her Appointor is for the time being temporarily unable to act through ill health or disability an Alternate's signature to any resolution in Writing of the Directors shall be as effective as the signature of his or her appointer.
- 29.8 This Article 29 shall also apply (with such changes as are necessary) to such extent as the Directors may from time to time resolve to any meeting of any committee of the Directors of which the Appointor of an Alternate Director is a member.
- 29.9 An Alternate Director shall not (except as otherwise provided in this Article 29) have power to act as a Director, nor shall he or she be deemed to be a Director for the purposes of these Articles, nor shall he or she be deemed to be the agent of his or her Appointor.
- 29.10 An Alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent as if he or she were a Director.
- 29.11 An Alternate shall not be entitled to receive remuneration from the Company in respect of his or her appointment as Alternate Director except to the extent his or her Appointor directs the Company to pay to the Alternate some of the remuneration otherwise payable to that Director.

Secretary

30 Secretary

If the Directors so resolve, a Secretary shall be appointed on such terms as the Directors think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him or her and the Company.

Part 3 Shares and Distributions

Shares

31 All Shares to be Fully Paid up

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.

32 Rights of the Ordinary Shares

- 32.1 The Ordinary Shares shall constitute a single class of Shares and shall rank *pari passu* in all respects.
- 32.2 The Ordinary Shares shall have the following rights:
- 32.2.1 on a show of hands and on a poll, each Shareholder of Ordinary Shares who is present in person (if an individual) or represented by a duly authorised representative or by proxy (if a legal entity) shall have one vote for each Ordinary Share held by them;

- 32.2.2 subject to the Directors recommending payment of the same, any profits of the Company available for Distribution which the Company may determine to distribute in respect of any financial year with Shareholder approval in accordance with Article 42 shall be distributed among the Shareholders of Ordinary Shares pro rata to the number of Ordinary Shares held by them; and
 - 32.2.3 any assets of the Company available for Distribution on a winding up or any other return of capital (other than a redemption or purchase by the Company of its own Shares), after payment of all liabilities shall be distributed (to the extent the Company is lawfully able to do so) among the Shareholders of Ordinary Shares pro rata to the number of Ordinary Shares held by them.
- 33 Disapplication of pre-emption rights
- Subject to Article 10, the Directors may allot Ordinary Shares or any other equity securities as if Section 561 of the Companies Act 2006 (Existing Shareholders' rights of pre-emption) did not apply to the allotment.
- 34 Powers to issue different classes of share
- 34.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
 - 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 Shareholder, and, subject to Article 10, the Directors may determine the terms, conditions and manner of redemption of any such Shares.
- 35 Company not bound by less than absolute interests
- Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound to recognise any interest in a Share other than the Shareholder'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:
 - 36.2.1 the number and class of Shares to which it relates;
 - 36.2.2 the nominal value of those Shares;
 - 36.2.3 that the Shares are Fully Paid; and
 - 36.2.4 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:
- 36.5.1 have affixed to them the Company's common seal; or
 - 36.5.2 be otherwise executed in accordance with the Companies Acts.
- 37 Replacement share certificates
- 37.1 A Shareholder who has separate certificates in respect of Shares of one class may request in Writing that it be replaced with a consolidated certificate. The Company may comply with such request at its discretion.
- 37.2 A Shareholder who has a consolidated share certificate may request in Writing that it be replaced with two or more separate certificates representing the Shares in such proportions as he or she may specify. The Company may comply with such request at its discretion.
- 37.3 If a share certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, the Shareholder shall be issued a new certificate representing the same Shares upon request.
- 37.4 No new certificate will be issued pursuant to this Article 37 unless the relevant Shareholder has:
- 37.4.1 first delivered the old certificate or certificates to the Company for cancellation; or
 - 37.4.2 complied with such conditions as to evidence and indemnity as the Directors may think fit; and
 - 37.4.3 Paid such reasonable fee as the Directors may decide.
- 37.5 In the case of Shares held jointly by several persons, any request pursuant to this Article 37 may be made by any one of the joint Shareholders.
- 38 Share transfers
- 38.1 Shares may be transferred by means of an instrument of transfer executed by or on behalf of the transferor. Such instrument of transfer must be in Hard Copy Form but may otherwise be in any usual form or any other form approved by the Directors.
- 38.2 No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any Share.
- 38.3 The Company may retain any instrument of transfer which is registered.
- 38.4 The transferor remains the Shareholder of the Shares concerned until the transferee's name is entered in the register of members in respect of those Shares.
- 39 Transmission of Shares
- 39.1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.

39.2 A Transmittree who produces such evidence of entitlement to Shares as the Directors may reasonably require:

39.2.1 may, subject to the Articles, choose either to become the Shareholder of those Shares or to have them transferred to another person; and

39.2.2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Shareholder had.

39.3 A Transmittree does 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 it is entitled, by reason of the Shareholder's death or Bankruptcy or otherwise, unless it becomes the Shareholder of those Shares.

40 Exercise of Transmittrees' rights

40.1 A Transmittree who wishes to become the Shareholder of Shares to which it has become entitled must notify the Company in Writing of that wish.

40.2 If the Transmittree wishes to have a Share transferred to another person, the Transmittree must execute an instrument of transfer in Hard Copy Form in respect of it.

40.3 Any transfer made or executed under this Article 40 is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

41 Transmittrees bound by prior notices

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

Dividends and other Distributions

42 Procedure for declaring Dividends and other Distributions

42.1 The Shareholders may by Ordinary Resolution declare Dividends and other Distributions.

42.2 No Dividend or other Distribution may be declared unless, subject to Article 10, the Directors have made a recommendation as to its amount. Such a Dividend or other Distribution must not exceed the amount recommended by the Directors.

42.3 No Dividend or other Distribution may be declared or Paid unless it is in accordance with Shareholders' respective rights.

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

42.5 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.

- 42.6 Subject to Article 10, the Directors may pay fixed Dividends on any class of Shares carrying such a Dividend expressed to be payable on fixed dates on the dates prescribed for payment if it appears to them that the profits available for Distribution justify the payment.
- 42.7 If the Directors act in good faith, they do not incur any liability to the Shareholders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of a fixed or interim Dividend on Shares with deferred or non-preferred rights.
- 43 Payment of Dividends and other Distributions
- 43.1 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:
- 43.1.1 transfer to a bank or building society account specified by the Payee either in Writing or as the Directors may otherwise decide;
- 43.1.2 any other means of payment as the Directors agree with the Payee either in Writing or by such other means as the Directors decide as permitted by the Companies Acts.
- 43.2 Subject to the provisions of these Articles and to the rights attaching to any Shares, any Dividend or other sum payable on or in respect of a Share may be Paid in such currency as the Directors may resolve, using such exchange rate for currency conversions as the Directors may select.
- 43.3 In the Articles, the “Payee” means, in respect of a Share in respect of which a Dividend or other sum is payable:
- 43.3.1 the Shareholder; or
- 43.3.2 if the Share has two or more joint Shareholders, whichever of them is named first in the register of members; or
- 43.3.3 if the Shareholder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree; or
- 43.3.4 such other person or persons as the Shareholder (or, in the case of joint Shareholders, all of them) may direct.
- 44 No interest on Distributions
- 44.1 The Company may not pay interest on any Dividend or other sum payable in respect of a Share unless otherwise provided by:
- 44.1.1 the terms on which the Share was issued; or
- 44.1.2 the provisions of another agreement between the Shareholder of that Share and the Company.
- 45 Unclaimed Distributions
- 45.1 All Dividends or other sums which are:
- 45.1.1 payable in respect of Shares; and

- 45.1.2 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.
- 45.2 The payment of any such Dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 45.3 If:
- 45.3.1 twelve years have passed from the date on which a Dividend or other sum became due for payment; and
- 45.3.2 the Payee has not claimed it,
the Payee is no longer entitled to that Dividend or other sum and it ceases to remain owing by the Company.
- 46 Non-cash Distributions
- 46.1 Subject to the terms of issue of the Share in question and to Article 10, the Shareholders may, by Ordinary Resolution on the recommendation of the Directors, direct the payment of a Dividend in whole or in part by the transfer of non-cash assets, or by procuring the receipt by Shareholders of non-cash assets, of equivalent value (including, without limitation, Shares or other securities in any Company) and the Directors shall give effect to such resolution.
- 46.2 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:
- 46.2.1 fixing the value of any assets;
- 46.2.2 paying cash to any Payee on the basis of that value in order to adjust the rights of recipients; and
- 46.2.3 vesting any assets in trustees.
- 47 Waiver of Distributions
- 47.1 Payees may waive their entitlement to a Dividend or other Distribution payable in respect of a Share in whole or in part by giving the Company notice in Writing to that effect, but if:
- 47.1.1 the Share has more than one Shareholder; or
- 47.1.2 more than one person is entitled to the share, whether by reason of the death or Bankruptcy of one or more joint Shareholders, or otherwise,
the notice is not effective unless it is expressed to be given, and signed, by all the Shareholders or persons otherwise entitled to the Share.

Capitalisation of Profits

48 Authority to capitalise and appropriation of Capitalised Sums

48.1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:

48.1.1 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, capital redemption reserve or other undistributable reserve; and

48.1.2 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.

48.2 Capitalised Sums must be applied:

48.2.1 on behalf of the Persons Entitled; and

48.2.2 in the same proportions as a Dividend would have been distributed to them.

48.3 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.

48.4 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.

48.5 Subject to the Articles, the Directors may:

48.5.1 apply Capitalised Sums in accordance with Articles 48.3 and 48.4 partly in one way and partly in another;

48.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 48 (including to disregard fractional entitlements or for the benefit of them to accrue to the Company); and

48.5.3 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 48.

Part 4 Decision-Making by Shareholders

Organisation of general meetings

49 Attendance and speaking at general meetings

49.1 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.

- 49.2 A person is able to exercise the right to vote at a general meeting when:
- 49.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 49.2.2 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.
- 49.3 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.
- 49.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 49.5 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.
- 50 Quorum for general meetings
- 50.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 50.2 The quorum shall consist of Shareholders holding Ordinary Shares representing not less than 50 per cent. of the aggregate nominal value of all Ordinary Shares, each of whom is present in person or by proxy or, in the case of a corporation, by a duly authorised representative.
- 51 Chairing general meetings
- 51.1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.
- 51.2 If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 51.2.1 the Directors present; or
 - 51.2.2 (if no Directors are present), the Shareholders,
- must appoint a Director or Shareholder to chair the meeting, and such appointment must be the first business of the meeting.
- 52 Attendance and speaking by Directors and non-Shareholders
- 52.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 52.2 The chair of the meeting may permit other persons who are not:
- 52.2.1 Shareholders of the Company; or
 - 52.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.

53 Adjournment

- 53.1 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 chair of the meeting must adjourn it.
- 53.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 53.2.1 the meeting consents to an adjournment; or
 - 53.2.2 the chair of the meeting considers 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.
- 53.3 The chair the meeting must adjourn a general meeting if directed to do so by the meeting.
- 53.4 When adjourning a general meeting, the chair of the meeting must 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.
- 53.5 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 seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 53.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 53.5.2 containing the same information which such notice is required to contain.
- 53.6 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

54 Voting: general

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

55 Errors and disputes

- 55.1 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.
- 55.2 Any such objection must be referred to the chair of the meeting, whose decision is final.

56 Poll votes

- 56.1 A poll on a resolution may be demanded:
- 56.1.1 in advance of the general meeting where it is to be put to the vote; or

- 56.1.2 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.
- 56.2 A poll may be demanded by:
 - 56.2.1 the chair of the meeting;
 - 56.2.2 the Directors;
 - 56.2.3 two or more persons having the right to vote on the resolution; or
 - 56.2.4 a person or persons representing not less than 10% of the total voting rights of all the Shareholders having the right to vote on the resolution.
- 56.3 A demand for a poll may be withdrawn if:
 - 56.3.1 the poll has not yet been taken; and
 - 56.3.2 the chair of the meeting consents to the withdrawal.
- 56.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.
- 57 Content of Proxy Notices
- 57.1 Proxies may only validly be appointed by a notice in Writing (a “Proxy Notice”) which:
 - 57.1.1 states the name and address of the Shareholder appointing the proxy;
 - 57.1.2 identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - 57.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 57.1.4 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.
- 57.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 57.3 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 Delivery of Proxy Notices
- 58.1 Proxy Notices must be received at such place or email address and by such deadline specified in the notice convening the meeting. If no place is specified, then the Proxy Notice must be received at the registered office of the Company for the time being. If no deadline is specified, Proxy Notices must be received, before the start of the meeting or adjourned meeting or, if a poll is taken otherwise than at or on the same day as the meeting or adjourned meeting, at the time for the taking of the poll at which it is to be used.

- 58.2 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.
- 58.3 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.
- 58.4 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.
- 58.5 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 appointer's behalf.
- 58.6 Any vote cast or poll demanded by a proxy shall not be invalidated by the previous death or insanity of the Shareholder or by the revocation or termination of the appointment of the proxy or of the authority under which the appointment was made unless notice of such death, insanity, revocation or termination was received in Writing at the place or email address specified in the notice of meeting for the receipt of Proxy Notices (or, if no place is specified, the registered office for the time being) before the start of the meeting or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll.
- 59 Amendments to resolutions
- 59.1 An Ordinary Resolution to be proposed at a general meeting may be amended by an Ordinary Resolution of the Shareholders if:
- 59.1.1 notice of the proposed amendment is given to the Company in Writing by the Shareholder or other 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 chair of the meeting may determine), and
- 59.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 59.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution of the Shareholders, if:
- 59.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 59.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 59.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.

Part 5
Administrative Arrangements

60 Means of communication to be used

60.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Acts provide for Documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Company.

60.2 Any notice, Document or information (including a share certificate) which is sent or supplied by the Company in Hard Copy Form, or in Electronic Form but to be delivered other than by electronic means, which is:

60.2.1 sent by hand and properly addressed shall be deemed to have been received by the intended recipient on the day of delivery; or

60.2.2 sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of 24 hours (or, where first class mail is not employed, 48 hours) after the time it was posted,

and in proving such receipt it shall be sufficient to show that such notice, Document or information was properly addressed and, in the case of post, pre-paid and posted.

60.3 Any notice, Document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient at the time of transmission (unless the sender receives a delivery failure message).

60.4 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other Document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

60.5 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.

60.6 A Director may agree with the Company that notices, Documents or information 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 that provided in this Article 60.

61 Joint Shareholders

61.1 Except as otherwise specified in the Articles, anything which needs to be agreed or specified by the joint Shareholders of a Share shall for all purposes be taken to be agreed or specified by all the joint Shareholders where it has been agreed or specified by the joint Shareholder whose name stands first in the register of members in respect of the Share.

61.2 Except as otherwise specified in the Articles, any notice, Document or information which is authorised or required to be sent or supplied to joint Shareholders of a Share may be sent or supplied to the joint Shareholder whose name stands first in the register of members in respect of the share, to the exclusion of the other joint Shareholders.

61.3 The provisions of this Article 61 shall have effect in place of the provisions of Schedule 5 of the Companies Act 2006 regarding joint Shareholders.

62 Company seals

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

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

62.3 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.

62.4 For the purposes of this Article 62 an authorised person is:

62.4.1 any Director of the Company;

62.4.2 the Secretary (if any); or

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

62.5 The Company may exercise all powers conferred by the Companies Acts with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Shareholders, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder.

63 Provision for employees on cessation of business

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.

64 Authentication of Documents

64.1 Any Director or the Secretary (if any) or any person appointed by the Directors for the purpose shall have power to authenticate:

64.1.1 any Document affecting the constitution of the Company;

64.1.2 any resolution passed at a general meeting or at a meeting of the Directors or any committee; and

64.1.3 any book, record, Document or account relating to the business of the Company, and to certify copies or extracts as true copies or extracts.

64.2 A Document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified shall be conclusive evidence in favour of all persons dealing with

the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

Directors' Liabilities

65 Indemnity

65.1 Subject to Article 65.2, a Relevant Director may be indemnified out of the Company's assets against:

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

65.1.2 any liability incurred by or attaching to 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); and

65.1.3 any other liability incurred by or attaching to that Director as an officer of the Company or an Associated Company.

65.2 This Article 65 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.

65.3 Where a Relevant Director is indemnified against any liability in accordance with this Article 65, such indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him or her in relation thereto.

66 Insurance

66.1 The Directors shall have the power to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.

66.2 In this Article 66, 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.

67 Defence expenditure

67.1 So far as may be permitted by the Companies Acts, the Company may:

67.1.1 provide a Relevant Director with funds to meet expenditure incurred or to be incurred by him or her in:

(i) defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by him or her in relation to the Company or an Associated Company; or

(ii) in connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006; and

- 67.1.2 do anything to enable any such Relevant Director to avoid incurring such expenditure.
- 67.2 The terms set out in Section 205(2) of the Companies Act 2006 shall apply to any provision of funds or other things done under Article 67.1.
- 67.3 So far as may be permitted by the Companies Acts, the Company:
 - 67.3.1 may provide a Relevant Director with funds to meet expenditure incurred or to be incurred by him or her in defending himself or herself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him or her in relation to the Company or any Associated Company; and
 - 67.3.2 may do anything to enable any such Relevant Director to avoid incurring such expenditure.