

Company number: 02866133

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

EXTERION MEDIA (UK) LIMITED

(previously called CBS Outdoor Limited Name changed pursuant to a special resolution passed on 20 January 2014 and articles adopted by special resolution passed on 20 March 2014)



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PART 1

EXCLUSION OF OTHER REGULATIONS, INTERPRETATION AND LIMITATION OF LIABILITY

1 EXCLUSION OF OTHER REGULATIONS

No regulations for management of a company set out in any statute or subordinate legislation concerning companies shall apply to the Company and the following shall be the articles of association of the Company

2 INTERPRETATION

2.1 In these Articles, unless the context otherwise requires

"Act"

means the Companies Act 2006,

"address"

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

"Alternate" or "Alternate Director"

has the meaning given in Article 27,

"Appointor"

has the meaning given in Article 27,

"Articles"

means the Company's articles of association for the time being in force and **"Article"** is one of these Articles,

"Bankruptcy"

means individual insolvency proceedings in any jurisdiction,

"Business Day"

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

"Chairman"

has the meaning given in Article 14,

"Chairman of the meeting"

has the meaning given in Article 51.3,

"clear days"

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given or received and the day for which it is given or on which it is to take effect,

"Companies Acts"

means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company,

"Company"

means Exterior Media (UK) Limited (previously called CBS Outdoor Limited, name changed pursuant to special resolution passed on 20 January 2014) incorporated in England (company number 02866133),

"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 43 2,

"Document"

includes, unless otherwise specified, any document sent or supplied in electronic form,

"electronic form"

has the meaning given in section 1168 of the Act,

"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,

"hard copy" "electronic form" and related expressions

have the meanings given in section 1168 of the Act,

"Holder"

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

"including"

means including, without limitation, and "include" shall be construed accordingly,

"instrument"

means a document in hard copy form,

"Ordinary Resolution"

has the meaning given in section 282 of the Act,

"Parent Company"

for so long as the Company is a wholly-owned subsidiary, the Company's immediate holding company for the time being and the Company's only Shareholder,

"paid"

means paid or credited as paid,

"participate",

in relation to a Directors' meeting, has the meaning given in Article 12,

"Persons Entitled"

has the meaning given in Article 48 1(b),

"Proxy Notice"

has the meaning given in Article 57 1,

"Share"

means a share in the capital of the Company and **"Shareholder"** is a Holder for the time being of Shares,

"Special Resolution"

has the meaning given in section 283 of the Act,

"subsidiary"

has the meaning given in section 1159 of the Act,

"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" or "written"

means the representation or reproduction of words, symbols or other information in a legible and non-transitory form by any method or combination of methods, whether in electronic form or otherwise

2 2 In these Articles, unless the context requires otherwise

- (a) companies are **"associated"** if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
- (b) words importing the singular number shall include the plural and vice versa, words denoting any gender shall include a reference to each other gender and words denoting persons shall include bodies corporate or unincorporated,
- (c) subject to paragraph (d) a reference to any enactment or subordinate legislation (as defined by section 21(1) Interpretation Act 1978) shall include any modification or re-enactment of that provision for the time being in force,
- (d) other words or expressions shall bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company, and
- (e) the headings are used for convenience only and shall not affect the interpretation of these Articles

3 LIABILITY OF MEMBERS

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

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

4 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

5 PARENT COMPANY'S RESERVE POWER

5 1 The Parent Company may, by notice in writing to the Company, direct the Directors to take, or refrain from taking, specified action and the Directors shall act as so directed in any such notice

5 2 No such direction invalidates anything which the Directors have done before the direction was given

6 DIRECTORS MAY DELEGATE

6 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles

- (a) to such person or committee,
 - (b) by such means (including by power of attorney),
 - (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 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated

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

7 COMMITTEES

7 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors

7 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

8 COMPANY NAME

The Company's name may be changed at any time and from time to time by

- (a) the Parent Company giving written notice to the Company, or
- (b) the Directors

DECISION-MAKING BY DIRECTORS

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

9 1 The general rule about decision-making by Directors is that any decision of the Directors must be either

- (a) a majority decision at a meeting, or
- (b) a decision taken in accordance with Article 10

9 2 If and so long as

- (a) the Company only has one Director, and
- (b) no provision of the Articles, including as to the number of Directors and the quorum for Directors' meetings, requires it to have more than one Director,

the general rule about decision-making by Directors does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making (apart from Article 20 regarding recording his decisions) and he may, alone, exercise all the powers and discretions expressed by these Articles to be vested in the Directors generally

10 UNANIMOUS DECISIONS

10 1 A decision of the Directors is taken in accordance with this Article 10 when all Eligible Directors indicate to each other by any means that they agree on a matter

10 2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed a copy of it or to which each Eligible Director has otherwise indicated agreement in writing

10 3 A decision may not be taken in accordance with this Article 10 if the Eligible Directors would not have formed a quorum at a Directors' meeting

11 CALLING A DIRECTORS' MEETING

11 1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice

11 2 Notice of a Directors' meeting must be given to each Director, but need not be in writing, provided that it shall not be necessary to give notice of a Directors' meeting to any Director for the time being absent from the United Kingdom, unless such Director has instructed the Company to send notices to him during his absence and has provided the Company with an email address to which notices may be sent

11 3 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, on 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

12 PARTICIPATION IN DIRECTORS' MEETINGS

12 1 Subject to the 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 the 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

12 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 as long as they can all hear and speak to each other

12 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

13 QUORUM FOR DIRECTORS' MEETINGS

13 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on other than in accordance with Article 13 3

13 2 Unless otherwise determined by the Parent Company giving written notice to the Company, the quorum for Directors' meetings shall be two Eligible Directors

13 3 If the total number of Directors for the time being is less than the quorum required, or the minimum number of Directors, the Directors must not take any decision other than a decision to

- (a) effect transfers in accordance with these Articles, or
- (b) appoint further Directors sufficient to make up the quorum, or
- (c) propose a written resolution of Shareholders, or
- (d) call a general meeting

14 CHAIRING OF DIRECTORS' MEETINGS

14 1 The Directors may appoint a Director to chair their meetings

14 2 The person so appointed for the time being is known as the "Chairman"

14 3 The Directors may terminate the Chairman's appointment at any time

14 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

15 VOTING AT DIRECTORS' MEETINGS

15 1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Eligible Directors

15 2 Subject to the Articles, each Eligible Director participating in a Directors' meeting has one vote

15 3 A Director, who pursuant to the Act or Article 17 has declared to the other Directors the nature and extent of his interest, shall be entitled to vote in respect of that matter or any matter arising from it, and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the committee of Directors at which the vote is taken

16 CHAIRMAN HAS NO CASTING VOTE AT DIRECTORS' MEETINGS

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting shall not have a casting vote

17 DIRECTOR'S OTHER INTERESTS OR DUTIES

17.1 Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company or any of its associated companies is otherwise interested, and
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any associated company of the Company or any other body corporate in which the Company is interested,

and

- (i) he shall not, by reason of his office, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate,
- (ii) he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate,
- (iii) he shall not be required to disclose to the Company, or use in performing his duties as a Director of the Company, any confidential information relating to such office, employment, transaction, arrangement or interest if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that office, employment, transaction, arrangement or interest,
- (iv) he may absent himself from discussions, whether in meetings of the Directors or otherwise and exclude himself from information, which will or may relate to that office, employment, transaction, arrangement or interest, and
- (v) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

17.2 For the purposes of this Article 17

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,

- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his,
- (c) a Director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest, and
- (d) a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware)

18 DIRECTORS' AUTHORISATION OF DIRECTOR'S CONFLICT OF INTEREST

18.1 The Directors may (subject to any terms and conditions as they may think fit, and subject always to their right at any time to vary or terminate such authorisation) authorise, pursuant to section 175 of the Act, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties)

18.2 If a matter has been authorised by the Directors in accordance with Article 18.1, then, subject in any such case to any limits or conditions attached to such authorisation by the Directors

- (a) the authorisation shall extend to any other actual or potential conflict of interest or duty which may reasonably be expected to arise out of the matter so authorised,
- (b) the Director shall not be required to disclose to the Company, or to use or apply, in performing his duties as Director, any confidential information relating to such matter, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to that matter,
- (c) the Director may either attend or absent himself from
 - (i) meetings of the Directors, or of any committee of the Directors, at which anything relating to that matter will or may be discussed, or
 - (ii) any discussion on such matter, at a meeting or otherwise,and the Directors may exclude him from any such meeting or discussion,
- (d) the Director or the Directors may make arrangements for the Company either to send and make available to him, or not to send or make available to him, any Documents and information relating to that matter,
- (e) the Director shall be entitled to accept any benefit which he may derive from that matter, and he shall not be accountable to the Company for any benefit which he or a person connected with him may derive from any such matter, and
- (f) no transaction or arrangement in relation to such matter shall be liable to be avoided on the ground of the Director's interest, duty or benefit,

and the Director shall not be in breach of any of his general duties to the Company as a Director in relation to such matter, so long as he does not infringe these Articles and any terms and conditions of the authorisation in relation to such matter

- 18 3 Articles 18 1 and 18 2 are without prejudice to the operation of any other provision or procedure authorising the Director's conflict of interest

19 QUESTIONS AS TO A DIRECTOR'S RIGHTS TO PARTICIPATE

- 19 1 Subject to Article 19 2, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive
- 19 2 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

20 RECORDS OF DECISIONS TO BE KEPT

- 20 1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision, of every decision made by the Directors
- 20 2 All decisions of the Directors, whether made at a meeting or otherwise, must be recorded in writing

21 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

APPOINTMENT OF DIRECTORS

22 NUMBER OF DIRECTORS

Unless otherwise determined by the Parent Company giving written notice to the Company, the number of Directors (other than Alternate Directors) shall be not less than two and shall not be subject to any maximum

23 APPOINTMENT AND REMOVAL OF DIRECTOR BY PARENT COMPANY

- 23 1 The Parent Company may at any time and from time to time, by written notice to the Company, appoint any one or more persons who are willing to act to be a Director and remove any Director from office. Any such notice shall specify the name of the person so appointed or removed. Any such appointment or removal shall take effect when received at the registered office of the Company or at such later time or date as may be specified in the notice
- 23 2 Any Director appointed pursuant to Article 23 1 shall be entitled from time to time to disclose to the Parent Company such information concerning the business and affairs of the Company and its subsidiaries, if any, as he shall at his discretion see fit

24 OTHER METHODS OF APPOINTING DIRECTORS

- 24 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 by

- (a) Ordinary Resolution, or
- (b) a decision of the Directors,

as long as the appointment does not cause the number of Directors (excluding Alternate Directors who are not also Directors) to exceed any maximum fixed by or otherwise determined in accordance with these Articles

24 2 In any case where, as a result of death or Bankruptcy, the Company has no Shareholders and no Directors, the Transmittee of the last Shareholder to have died or to have a Bankruptcy order made against him (as the case may be) has the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a Director

24 3 For the purposes of Article 24 2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder

25 TERMINATION OF DIRECTOR'S APPOINTMENT

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 Act 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, or
- (f) notification is received by the Company pursuant to Article 23 1 that the Director is being removed from office, and such removal has taken effect in accordance with its terms

26 DIRECTORS' REMUNERATION

26 1 Directors may provide any services to the Company that the Directors decide

26 2 Directors are entitled to such remuneration (if any) as determined by the Directors

- (a) for their services to the Company as Directors, and/or
- (b) for any other service which they provide to the Company

Unless remuneration is set by the Directors, no Director will receive any remuneration for his services to the Company as a Director

26 3 Subject to the 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
- 26 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day
- 26 5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

ALTERNATE DIRECTORS

27 APPOINTMENT AND REMOVAL OF ALTERNATES

- 27 1 Any Director (other than an Alternate Director) (the "**Appointor**") may appoint as his alternate ("**Alternate**" or "**Alternate Director**") any other Director or any other person approved by decision of the Directors, willing to act, 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
- 27 2 Any appointment of an Alternate must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors
- 27 3 The notice of appointment must
 - (a) identify the proposed Alternate,
 - (b) contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Director giving the notice, and
 - (c) specify when the appointment commences

28 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 28 1 An Alternate Director has the same rights in relation to any decision of the Directors as his Appointor
- 28 2 Except as the 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
- 28 3 An Alternate Director
 - (a) may act as Alternate Director to more than one Director,
 - (b) has the same rights as his Appointor to receive notice of and attend and vote at a meeting of the Directors or of a committee of the Directors,

- (c) has one vote for every Eligible Director for whom he acts as Alternate Director in addition to his own vote (if any) as an Eligible Director at such a meeting but he counts as only one for the purpose of determining whether a quorum is present, and
 - (d) may participate in a unanimous decision of the Directors for each of his Appointors who is an Eligible Director in addition to his own participation (if any) as an Eligible Director
- 28 4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company
- 29 TERMINATION OF ALTERNATE DIRECTORSHIP**
- 29 1 An Alternate Director's appointment as an Alternate terminates
- (a) when the Alternate's Appointor revokes the appointment in accordance with Article 29 2,
 - (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
- 29 2 The revocation of the Alternate's appointment by his Appointor must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors
- 29 3 The notice of revocation must
- (a) identify the Alternate, and
 - (b) specify when the appointment terminates

PART 3
SHARES AND DISTRIBUTIONS
SHARES

- 30 SHARE CAPITAL**
- 30 1 The share capital of the Company at the date of the adoption of these Articles is divided into ordinary shares of £1 00 each
- 30 2 The Shares shall rank *pari passu* in all respects
- 30 1 If a Shareholder agrees not to exercise, or waives his voting rights in relation to any shares held by him, he is not entitled to vote and has no votes in respect of those Shares on a written resolution, on a show of hands, or on a poll taken, at a meeting
- 30 2 Where the Company, holds Shares as treasury shares, it has no right to attend or vote at meetings of Shareholders and it is not entitled to vote on a written resolution, in respect of those treasury shares
- 30 3 The Company may, in accordance with section 692(1)(b) of the Act, purchase its own Shares with cash up to an amount in a financial year not exceeding the lower of

- (a) £15,000 00, or
- (b) the value of 5 per cent of the Company's share capital

31 ALL SHARES TO BE FULLY PAID UP

- 31 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
- 31 2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum

32 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 32 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
- 32 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

33 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law or these Articles, no person is to be recognised by the Company as holding any Share upon any trust, and 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

34 ALLOTMENT AND ISSUE OF SHARES AND SALE AND TRANSFER OF TREASURY SHARES

- 34 1 Subject to their first obtaining the prior written consent of the Parent Company, all unissued Shares and all Shares that are held by the Company as treasury shares shall be at the disposal of the Directors who may allot, grant options over, sell, transfer or otherwise dispose of them to such persons on such terms and at such times as they think fit
- 34 2 Subject to their first obtaining the prior written consent of the Parent Company, the Directors may exercise the power of the Company to allot Shares, or grant rights to subscribe for or to convert any security into Shares, under section 550 of the Act (private company directors' power to allot shares where only one class)
- 34 3 Any and all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or sections 550 or 551 of the Act and outstanding are revoked as from the date of adoption of these Articles
- 34 4 All the requirements of sections 561 and 562 of the Act (Existing shareholders' right of pre-emption) are excluded generally in relation to the allotment by the Company of equity securities (as defined in section 560 of the Act)

35 SHARE CERTIFICATES

- 35 1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds
- 35 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

35 3 No certificate may be issued in respect of Shares of more than one class

35 4 If more than one person holds a Share, only one certificate may be issued in respect of it

35 5 Certificates must

- (a) have affixed to them the Company's common seal,
- (b) be signed by a Director, or
- (c) be otherwise executed in accordance with the Companies Acts

36 REPLACEMENT SHARE CERTIFICATES

36 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 entitled to be issued with a replacement certificate in respect of the same Shares

36 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

ALTERATION OF SHARE CAPITAL

37 SUB-DIVISION OR CONSOLIDATION OF SHARES

37 1 An Ordinary Resolution authorising a sub-division, consolidation or division of Shares may determine that, as between the resulting Shares, any of them may have any preference, deference or advantage or be subject to any restriction as compared with the others

37 2 Whenever as a result of a sub-division, consolidation or division of Shares any difficulty arises, the Directors may settle it as they think fit, including as to fractions of a Share

TRANSFER OF SHARES

38 SHARE TRANSFERS

38 1 Shares may be transferred by means of an instrument of transfer which is executed by or on behalf of the transferor

- 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 Holder of a Share until the transferee's name is entered in the register of members as Holder of it
- 38 5 The Directors must register a transfer of Shares which is presented for registration duly stamped or certified

TRANSMISSION OF 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 Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require
 - (a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person, and
 - (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had
- 39 3 Subject to Article 24 2 Transmitttees 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 Transmitttees 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 Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it
- 40 3 Any transfer made or executed under this Article 40 is subject to the Articles and is to be treated as if it were made or executed by the person from whom the Transmitttee 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

If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name, or the name of any other person nominated under Article 39 2 has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

42 PROCEDURE FOR DECLARING DIVIDENDS

- 42 1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends

- 42 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.
- 42 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 42 4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each 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 arrear.
- 42 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.
- 42 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.

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:
- (a) transfer to a bank or building society account specified by the Distribution Recipient in writing,
 - (b) 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 in writing,
 - (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing, or
 - (d) any other means of payment as the Directors agree with the Distribution Recipient in writing.
- 43 2 In the 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 Transmittor.

44 NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by

- (a) the terms on which the Share was issued, or

- (b) the provisions of another agreement between the Holder of that Share and the Company

45 UNCLAIMED DISTRIBUTIONS

45 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

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

- (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

46 NON-CASH DISTRIBUTIONS

46 1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

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

- (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

47 WAIVER OF DISTRIBUTIONS

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

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

- (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,

except that where a Capitalised Sum is applied in paying up in full new Shares, the "**Persons Entitled**" are extended to include the Company in respect of any Shares held by it as treasury shares

48 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

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

- (a) apply Capitalised Sums in accordance with Articles 48 3 and 48 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 48 (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 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

- (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

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 persons attending it are in the same place as each other as long as they can all hear and speak to 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 Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

50 2 One person entitled to vote upon the business to be transacted, being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation which is a Shareholder, shall be a quorum

51 CHAIRING GENERAL MEETINGS

51 1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so

51 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

51 3 The person chairing a meeting in accordance with this Article 51 is referred to as the "Chairman 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 Chairman of the meeting may permit other persons who are not

- (a) Shareholders, or
- (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a particular 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 Chairman of the meeting must adjourn it
- 53 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
- 53 3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 53 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
- 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
- (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
- 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 Chairman of the meeting, whose decision is final

56 POLL VOTES

- 56 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

56 2 A poll may be demanded at any general meeting by

- (a) the Chairman of the meeting, and
- (b) a person having the right to vote on the resolution

56 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,

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

56 4 Polls must be taken immediately and in such manner as the Chairman 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

- (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 the Articles 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

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

57 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

58 DELIVERY OF PROXY NOTICES

58 1 A Proxy Notice in relation to which a right to vote is to be exercised must be delivered so that it is received by the Company

- (a) in the case of a meeting or adjourned meeting, at any time before the time for holding the meeting or adjourned meeting, and

- (b) in the case of a poll taken otherwise than at the meeting or adjourned meeting, before the time appointed for the taking of the poll,

or any lesser time that the Directors may specify

- 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 appointor's behalf

59 AMENDMENTS TO RESOLUTIONS

- 59 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
- 59 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
- 59 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

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 Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company

- 60 2 The Company may send or supply Documents or information to Shareholders by making them available on a website
- 60 3 Subject to the Articles, any notice or Document or other information 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 or other information for the time being
- 60 4 A Director may agree with the Company that notices or Documents or other 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 48 hours
- 60 5 Any notice in writing to the Company by the Parent Company under these Articles
- (a) if in hard copy form, shall be signed by a director or the secretary of, or some other person duly authorised on behalf of, the Parent Company, and
 - (b) if in electronic form, shall contain or be accompanied by a statement as to the identity of the Parent Company and shall give the Company no reason to doubt that it is a notice of the Parent Company
- 60 6 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business 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, 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 60 6, no account shall be taken of any part of a day that is not a Business Day

- 60 7 Proof that an envelope containing a notice or other Document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other Document was sent Proof that a notice or other Document contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other Document was sent

61 COMPANY SEALS

- 61 1 Any common seal of the Company may only be used by the authority of the Directors

61 2 The Directors may decide by what means and in what form any common seal is to be used

61 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 at least by

- (a) two Authorised Persons, or
- (b) one Authorised Person in the presence of a witness who attests the signature

61 4 For the purposes of this Article 61, 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 affixed

62 PARENT COMPANY’S RIGHT TO INFORMATION AND TO INSPECT ACCOUNTS AND OTHER RECORDS

The Parent Company may at any time and from time to time, by written notice to the Company

- (a) be given all such information and Documents in relation to the Company’s business and affairs as it shall request, and
- (b) inspect of any of the Company’s accounting or other records or Documents

WINDING UP

63 WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the like sanction determines, but no Shareholders shall be compelled to accept any assets upon which there is a liability

DIRECTORS’ INDEMNITY AND INSURANCE

64 INDEMNITY

64 1 Subject to Article 64 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, each relevant officer may be indemnified out of the Company’s assets (including by funding any expenditure incurred or to be incurred by him) against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in connection with

- (a) any negligence, default, breach of duty or breach of trust in relation to the company of which he is a relevant officer,
- (b) the Company’s, or any of its associated companies’, activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), and

(c) the actual or purported execution and/or discharge of his duties

64 2 This Article 64 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

64 3 In this Article 64 a “**relevant officer**” means any director, alternate director or other officer of the Company or of an associated company of the Company, but excluding any person engaged by that company as auditor

65 INSURANCE

65 1 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

65 2 In this Article 65

(a) 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 of the Company, or a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested, and

(b) a “**relevant officer**” means any current or former director, alternate director or other officer of the Company or of an associated company of the Company (but excluding any person engaged by that company as auditor) or a current or former trustee of a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested