

**THE COMPANIES ACT 2006**

---

**PUBLIC COMPANY LIMITED BY SHARES**

---

**ARTICLES OF ASSOCIATION**

**- OF -**

**STANHOPE PLC**

A handwritten signature in black ink, consisting of a large loop followed by several sharp, overlapping strokes.

Director

**MACFARLANES**

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT

**CONTENTS**

<b>Article</b>		<b>Page</b>
1	Application of model articles and disapplication of Table A	1
2	Definitions and interpretation	1
3	Objects of the Company	2
4	Company name	3
5	Quorum for directors' meetings	3
6	Voting at directors' meetings	4
7	Authorisation of directors' conflicts of interest	4
8	Directors voting and counting in the quorum	5
9	Directors' written resolutions	5
10	Appointing and removing directors	5
11	Termination of director's appointment	5
12	Directors' remuneration and other benefits	6
13	Appointment and removal of alternates	6
14	Quorum for general meetings	6
15	Delivery of proxy notices	7
16	No voting of shares on which money owed to Company	7
17	Share capital	7
18	Powers to issue different classes of share	7
19	Issue of new shares	7
20	Transfer of shares	7
21	Calculation of dividends	8
22	No interest on distributions	9
23	Communications	9
24	Indemnities, insurance and funding of defence proceedings	9

## THE COMPANIES ACT 2006

---

### PUBLIC COMPANY LIMITED BY SHARES

---

## ARTICLES OF ASSOCIATION

- OF -

STANHOPE PLC

(the "Company")

(Adopted by special resolution passed on 25 August 2022)

### 1 Application of model articles and disapplication of Table A

1.1 The model articles of association for public companies contained in Schedule 3 to The Companies (Model Articles) Regulations 2008 ("**Model Articles**") as in force at the date of adoption of these Articles shall apply to the Company, save insofar as they are excluded or modified by, or are inconsistent with, the following Articles.

1.2 In these Articles, reference to a particular Model Article is to that article of the Model Articles.

1.3 The regulations contained in Table A in the Schedule to The Companies (Tables A to F) (Amendment) Regulations 1985 shall not apply to the Company.

### 2 Definitions and interpretation

2.1 The Model Articles shall apply as if the following paragraph were included in the list of defined terms in Model Article 1:

"**clear days**: in relation to a period of a notice means that period excluding the day when the notice is deemed to be received (or, if earlier, received) and the day of the meeting;"

and as if the following words were deleted from Model Article 33(5):

"(that is, excluding the date of the adjourned meeting and the day on which the notice is given)–".

2.2 In these Articles the following words and expressions have the following meanings:

the **Act**: the Companies Act 2006;

**Conflict Situation**: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest (and any reference in this definition to a conflict of interest includes a conflict of interest and duty and a conflict of duties);

**Controlling Shareholder:** the holder from time to time of more than one half in nominal value of the issued ordinary share capital of the Company including (for the avoidance of doubt) any shares held by a Nominee and any member holding all of the issued ordinary share capital of the Company;

**member:** a person who is the holder of a share;

**Nominee:** any person holding shares in the Company as nominee or otherwise on trust for the Controlling Shareholder; and

**Stakeholder Interest:** the matters listed to in Article 3.2 for which directors must have regard in promoting the success of the company.

- 2.3 Save as expressly provided otherwise in these Articles, words or expressions contained in the Model Articles and in these Articles bear the same meaning as in the Act as in force from time to time. The Model Articles shall apply as if the last paragraph of Model Article 1 (beginning "Unless the context otherwise requires") were deleted.
- 2.4 In the Model Articles and in these Articles, save in Article 1.1 or as expressly provided otherwise in these Articles:
- 2.4.1 any reference to any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before, on, or after the date of adoption of these Articles;
  - 2.4.2 any reference to any legislation including to any statute, statutory provision or subordinate legislation ("**Legislation**") includes a reference to that Legislation as from time to time amended or re-enacted, whether before, on, or after the date of adoption of these Articles;
  - 2.4.3 any reference to re-enactment includes consolidation and rewriting, in each case whether with or without modification.

### 3 **Objects of the Company**

- 3.1 The objects of the Company are to promote the success of the Company:
- 3.1.1 for the benefit of its members as a whole; and
  - 3.1.2 through its business and operations, to have a material positive impact on (a) society and (b) the environment,
- taken as a whole.
- 3.2 A director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in Article 3.1 above, and in doing so shall have regard (amongst other matters) to:
- 3.2.1 the likely consequences of any decision of the directors in the long term and the impact any such decision may have on any affected stakeholders;
  - 3.2.2 the interests of the Company's employees;
  - 3.2.3 the need to foster the Company's business relationships with suppliers, customers and others;
  - 3.2.4 the impact of the Company's operations on the community and the environment and on affected stakeholders;
  - 3.2.5 the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders; and

3.2.6 the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of this Article as the “**Stakeholder Interests**” and each a “**Stakeholder Interest**”).

- 3.3 For the purposes of a director’s duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.
- 3.4 Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).
- 3.5 The directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company’s business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.
- 3.6 No alteration of the memorandum or these Articles shall invalidate any prior act of the directors which would have been valid if that alteration had not been made.

#### 4 **Company name**

The name of the Company may be changed by:

- 4.1 special resolution of the members; or
- 4.2 a decision of the directors; or
- otherwise in accordance with the Act.

#### 5 **Quorum for directors’ meetings**

- 5.1 The quorum for directors’ meetings may be fixed from time to time by a decision of the directors, but, save as set out in Article 5.2, it must never be less than two, and unless otherwise fixed it is two. Model Article 10(2) shall not apply.
- 5.2 For the purposes of any directors’ meeting (or part of a meeting) at which it is proposed to authorise a Conflict Situation in respect of one or more directors, if there is only one director in office other than the director or directors subject to the Conflict Situation, the quorum for such meeting (or part of a meeting) shall be one director.
- 5.3 At a directors’ meeting:
- 5.3.1 a director who is also an alternate director may be counted more than once for the purposes of determining whether a quorum is participating;
- 5.3.2 a person who is an alternate director, but is not otherwise a director, shall be counted as participating for the purposes of determining whether a quorum is participating,

but only, in each case, if that director’s or other person’s appointor is not participating. If on that basis there is a quorum the meeting may be held notwithstanding the fact (if it is the case) that only one director is participating.

## **6 Voting at directors' meetings**

- 6.1 Subject to the Articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors.
- 6.2 Subject to the Articles, each director participating in a directors' meeting has one vote.
- 6.3 A director who is also an alternate director has an additional vote on behalf of their appointor provided:
- 6.3.1 their appointor is not participating in the directors' meeting; and
  - 6.3.2 in respect of a particular matter:
    - 6.3.2.1 their appointor would have been entitled to vote if they were participating in it; and
    - 6.3.2.2 that matter is not the authorisation of a Conflict Situation of their appointor.
- 6.4 A person who is an alternate director, but is not otherwise a director, only has a vote if:
- 6.4.1 their appointor is not participating in the directors' meeting; and
  - 6.4.2 in respect of a particular matter:
    - 6.4.2.1 their appointor would have been entitled to vote if they were participating in it; and
    - 6.4.2.2 that matter is not the authorisation of a Conflict Situation of their appointor.
- 6.5 Model Articles 13 and 15 shall not apply.

## **7 Authorisation of directors' conflicts of interest**

- 7.1 If a Conflict Situation arises, the directors may authorise it for the purposes of s.175(4)(b) of the Act by a resolution of the directors made in accordance with these Articles.
- 7.2 At the time of the authorisation, or at any time afterwards, the directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances, including that:
- 7.2.1 any information obtained by a director concerned, other than in their capacity as a director or employee of the Company, which is confidential in relation to a third party, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence;
  - 7.2.2 no director concerned shall, by reason of their being a director or their doing anything as a director, be accountable to the Company for any remuneration or other benefit received from a third party as a result of the Conflict Situation;
  - 7.2.3 no director concerned shall be required or entitled to attend those parts of meetings of the directors or meetings of a committee of the directors at which matters to which the Conflict Situation relates are discussed; and
  - 7.2.4 no director concerned shall be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates.

Subject to any such limitations, conditions or terms, any authorisation given by the directors shall be deemed to be given to the fullest extent permitted by the Act.

7.3 Any authorisation made for the purposes of this Article may be revoked or varied at any time in the absolute discretion of the directors.

7.4 A director shall not be in breach of the duties they owe to the Company by virtue of ss.171-177 of the Act or otherwise because of anything done or omitted to be done in accordance with the provisions of this Article or the terms of any authorisation given by the directors in accordance with this Article.

## **8 Directors voting and counting in the quorum**

8.1 Save as otherwise specified in these Articles or the Act and subject to any limitations, conditions or terms attaching to any authorisation given by the directors for the purposes of s.175(4)(b) of the Act, a director may vote on, and be counted in the quorum in relation to any resolution relating to a matter in which they have, or can have:

8.1.1 a direct or indirect interest or duty which conflicts, or possibly may conflict, with the interests of the Company; and

8.1.2 a conflict of interest arising in relation to an existing or a proposed transaction or arrangement with the Company.

8.2 Model Article 16 shall not apply.

## **9 Directors' written resolutions**

9.1 A proposed directors' written resolution is adopted when each director who would have been entitled to vote on the resolution at a directors' meeting (but excluding in respect of the authorisation of a Conflict Situation, the director subject to that Conflict Situation) has signed one or more copies of it, or has otherwise indicated agreement to it in writing, provided that those directors would have formed a quorum at such a meeting.

9.2 Notwithstanding the requirements of Article 9.1:

9.2.1 if a person who is an alternate director signs a directors' written resolution or indicates their agreement to in writing, their appointor is not also required to do so in order to satisfy those requirements;

9.2.2 if a director who has appointed an alternate signs a directors' written resolution or indicates their agreement to in writing, their alternate is not also required to do so in order to satisfy those requirements.

9.3 Model Articles 17(4)(b) and 18(1) and (2) shall not apply.

## **10 Appointing and removing directors**

10.1 The Controlling Shareholder shall have the right at any time and from time to time to appoint one or more persons to be a director or directors of the Company. Any such appointment shall be effected by notice in writing to the Company by the Controlling Shareholder and the Controlling Shareholder may in like manner at any time and from time to time remove from office any director (whether or not appointed by it pursuant to this Article).

10.2 Model Article 21 shall not apply.

## **11 Termination of director's appointment**

In addition to the circumstances set out in Model Article 22, a person also ceases to be a director if:

11.1 they are removed from office pursuant to Article 10 of these Articles; or

- 11.2 they are requested to resign in writing by not less than three quarters of the other directors. In calculating the number of directors who are required to make such request to the relevant director, (i) an alternate director appointed by a director and acting in their capacity as such shall be excluded and (ii) a director and any alternate director appointed by the director and acting in their capacity as such shall constitute a single director for this purpose, so that the signature of either shall be sufficient.

## 12 **Directors' remuneration and other benefits**

- 12.1 A director may undertake any services for the Company that the directors decide.
- 12.2 A director is entitled to such remuneration as the directors decide (i) for that director's services to the Company as director, and (ii) for any other service which that director undertakes for the Company.
- 12.3 Subject to the Articles, a director's remuneration may (i) take any form, and (ii) 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.
- 12.4 Unless the directors decide otherwise, a director's remuneration accrues from day to day.
- 12.5 Unless the directors decide otherwise, no director is accountable to the Company for any remuneration or other benefit which they receive as a director or other officer or employee of any of the Company's subsidiary undertakings or of any parent undertaking of the Company from time to time or of any other body corporate in which the Company or any such parent undertaking is interested.
- 12.6 Model Article 23 shall not apply.

## 13 **Appointment and removal of alternates**

- 13.1 Any director (other than an alternate director) (the "**appointor**") may appoint as an alternate any other director, or any other person approved by a decision of the directors:
- 13.1.1 to exercise that director's powers and carry out that director's responsibilities in relation to the taking of decisions by the directors; and
  - 13.1.2 generally to perform all the functions of that director's appointor as a director,
- in each case in the absence of the alternate's appointor.
- 13.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 13.3 The notice must:
- 13.3.1 identify the proposed alternate; and
  - 13.3.2 confirm that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 13.4 No person may be appointed as alternate to more than one director of the Company.
- 13.5 Model Articles 25 and 26(3)(b) shall not apply.
- 13.6 Model Article 27(d) shall apply as if the words from and including " , except that an alternate's appointment..." to the end of that sentence were deleted.
- ## 14 **Quorum for general meetings**
- 14.1 If the Company has more than one member, the quorum for a general meeting shall be:



- 14.1.1 one member holding more than one half in nominal value of the issued ordinary share capital of the Company and present in person or by proxy or by representative (and the presence of such a member shall be deemed for this purpose to constitute a valid meeting); or
  - 14.1.2 if no such member is present, two members present in person or by proxy or representative.
- 14.2 If the Company has only one member, s.318 of the Act shall apply.
- 15 Delivery of proxy notices**
- 15.1 Model Article 39(3) shall apply as if the words "48 hours" were deleted and replaced with the words "24 hours".
- 15.2 The directors may, in their sole discretion, determine from time to time that in calculating the periods referred to in Model Articles 39(3) (as modified by Article 15.1) and 39(4) no account shall be taken of any part of a day that is not a working day.
- 15.3 A proxy notice which is not delivered in accordance with the Model Articles or these Articles shall be invalid unless the directors, in their sole discretion, accept the proxy notice at any time before the meeting.
- 15.4 If more than one proxy notice relating to the same share is delivered for the purposes of the same meeting, the proxy notice last delivered shall prevail in conferring authority on the person named in the notice to attend the meeting and vote. A proxy notice in electronic form found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid.
- 16 No voting of shares on which money owed to Company**
- Model Article 41 shall not apply.
- 17 Share capital**
- The share capital of the Company at the date of adoption of these Articles comprises ordinary shares of £1.00 each and B shares of £1.00 each, all of which form part of the same class.
- 18 Powers to issue different classes of share**
- Model Article 43(2) shall apply as if the words ", and the directors may determine the terms, conditions and manner of redemption of any such shares" were deleted.
- 19 Issue of new shares**
- 19.1 The Company has the power to allot and issue shares in the capital of the Company and to grant rights to subscribe for, or to convert any security into, shares in the capital of the Company pursuant to those rights.
- 19.2 The directors may only exercise the power of the Company to allot and issue shares or to grant rights to subscribe for, or to convert any security into, shares, in order to allot or issue shares to the Controlling Shareholder or some other person expressly approved by the Controlling Shareholder in writing.
- 20 Transfer of shares**
- 20.1 The directors shall register any transfer of shares made to or by, or with the express written consent of, the Controlling Shareholder, or made pursuant to Articles 20.3 or 20.4.

- 20.2 Subject to Articles 20.1 and 20.4, the directors may, in their absolute discretion, refuse to register the transfer of any share, whether fully or partly paid, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent. Model Article 63(5) and (6) shall not apply.
- 20.3 The Controlling Shareholder may at any time by notice given to a Nominee at the registered address of the Nominee shown in the register of members of the Company require the Nominee to transfer all or any shares registered in their name to the Controlling Shareholder or any other person specified in the notice for no consideration. Where a Nominee fails within 48 hours after service of the notice to transfer the shares in question, that Nominee appoints each of the directors and each person nominated by the directors to act severally as its agent and attorney to do anything that may be reasonably required to effect that transfer (including to execute any necessary instruments of transfer, proxy notices or written board or shareholder resolutions) and to register the Controlling Shareholder or other person specified by the Controlling Shareholder in the notice as the holder of those shares. The power of attorney in this Article 20.3 is made by way of security for the Nominee's obligations in this Article 20.3 and is irrevocable save with the written consent of the Company and the members (other than the Nominee). After the name of the Controlling Shareholder or other person specified by the Controlling Shareholder in the notice has been entered in the register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 20.4 Notwithstanding anything in these Articles, the directors shall neither decline to register any transfer of shares nor suspend the registration of any transfer of shares where that transfer is:
- 20.4.1 in favour of a Secured Party;
  - 20.4.2 delivered to the Company for registration in order to perfect a Secured Party's interest over those shares; or
  - 20.4.3 executed pursuant to any power of sale or otherwise under any security interest over those shares in favour of a Secured Party.
- 20.5 Notwithstanding anything to the contrary in these Articles, no person who transfers or proposes to transfer any shares in any of the circumstances described in Article 20.4 is required to offer those shares to any shareholder from time to time of the Company, and no shareholder shall have any right under these Articles or otherwise to require that those shares be transferred to them (whether for consideration or not).
- 20.6 For the purposes of this Article 20 (*Transfer of shares*), "**Secured Party**" means any bank or financial institution or other entity to which a security interest has been granted over any shares, or any nominee, receiver or other entity acting on its behalf.
- 20.7 Model Articles 52 to 62 inclusive shall not apply in relation to a Secured Party's shares.
- 21 **Calculation of dividends**
- 21.1 Except as otherwise provided by the rights attached to any shares from time to time, all dividends shall be paid to the holders of shares in proportion to the numbers of shares on which the dividend is paid held by them respectively, but if any share is issued on terms that it shall rank for dividend as from a particular date, or *pari passu* as regards dividends with a share already issued, that share shall rank for dividend accordingly.
- 21.2 Model Article 70(4) shall apply as if the words "the terms on which shares are issued" were deleted and replaced with the words "the rights attached to shares".
- 21.3 Model Articles 71 and 73 shall not apply.

## 22 **No interest on distributions**

Model Article 74(a) shall apply as if the words “the terms on which the share was issued” were deleted and replaced with the words “the rights attached to the share”.

## 23 **Communications**

23.1 The company communications provisions (as defined in the Act) shall also apply to any document or information to be sent or supplied by or to the Company pursuant to these Articles.

23.2 The provisions of s.1168 of the Act (hard copy and electronic form and related expressions) shall apply to the Company as if the words “and the Articles” were inserted after the words “the Companies Acts” in ss.1168(1) and 1168(7).

23.3 Section 1147 of the Act shall apply to any document or information to be sent or supplied by the Company to its members under the Companies Acts or pursuant to these Articles as if:

23.3.1 in s.1147(2) the words “or by airmail (whether in hard copy or electronic form) to an address outside the United Kingdom” were inserted after the words “in the United Kingdom”;

23.3.2 in s.1147(3) the words “48 hours after it was sent” were deleted and replaced with the words “when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information.”;

23.3.3 a new s.1147(4)(A) were inserted as follows:

“Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered.”;

23.3.4 a new s.1147(4)(B) were inserted as follows:

“Where the document or information is sent or supplied by any other means authorised in writing by the intended recipient, it is deemed to have been received by the intended recipient when the Company has carried out the action it has been authorised to take for that purpose”; and

23.3.5 s.1147(5) were deleted.

23.4 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Chartered Governance Institute shall be conclusive evidence that the document or information was properly addressed as required by s.1147(3) of the Act and that the document or information was sent or supplied.

23.5 In the case of members who are joint holders of shares, anything to be agreed or specified by the holder may be agreed or specified by the holder whose name appears first in the register of members. Sched 5, Part 6, para 16(2) of the Act shall apply accordingly.

23.6 Model Article 79 shall not apply.

## 24 **Indemnities, insurance and funding of defence proceedings**

24.1 This Article 24 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act. It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the Act and any such indemnity is limited accordingly. This Article 24 is also without prejudice to any indemnity to which any person may otherwise be entitled.

**24.2 The Company:**

**24.2.1** may indemnify any person who is a director of the Company; and

**24.2.2** may indemnify any other person who is an officer (other than an auditor) of the Company (and any such indemnity shall be no more extensive than is permitted by the Act in relation to directors);

in each case out of the assets of the Company from and against any loss, liability or expense suffered or incurred by that person in relation to the Company by reason of their being a director or other officer of the Company.

**24.3** The Company may indemnify any person who is a director of a company that is a trustee of an occupational pension scheme (as defined in s.235(6) of the Act) out of the assets of the Company from and against any loss, liability or expense suffered or incurred by that person in connection with such company's activities as trustee of the scheme.

**24.4** The directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer (other than an auditor) of the Company or of any associated company (as defined in s.256 of the Act) of the Company or a trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company.

**24.5** The directors may, subject to the provisions of the Act, exercise the powers conferred on them by ss.205 and 206 of the Act to:

**24.5.1** provide funds to meet expenditure incurred or to be incurred in defending any proceedings, investigation or action referred to in those sections or in connection with an application for relief referred to in s.205 of the Act; or

**24.5.2** take any action to enable such expenditure not to be incurred.

**24.6** Model Articles 85 and 86 shall not apply.