

**COMPANY NUMBER: 3200688**

**The Companies Act 2006**  
**COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTION**  
**of**  
**FORSTER LAMOND LIMITED**  
**("Company")**

**Circulation Date: 12 AUGUST 2015**

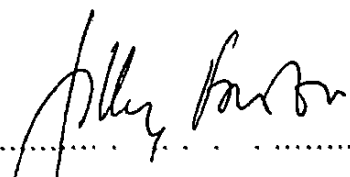
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below be passed as a special resolution (the "**Resolution**");

**SPECIAL RESOLUTION**

THAT the articles of association attached and initialled by the Chair of the Company for identification purposes be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company

**AGREEMENT**

The undersigned, being the sole member of the Company entitled for the time being to receive notice of and vote at a general meeting of the Company hereby irrevocably agrees to the above Resolution.

  
.....  
Authorised signatory on behalf of **1349 Limited**  
(company number: 08466193)

SATURDAY



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15/08/2015

#422

COMPANIES HOUSE

## NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning to the Company using one of the following methods
  - **By hand.** delivering the signed copy to Bates, Wells & Braithwaite London LLP, 10 Queen Street Place, London EC4R 1BE marked "For the attention of Louise Harman".
  - **Post** returning the signed copy by post to Bates, Wells & Braithwaite London LLP, 10 Queen Street Place, London EC4R 1BE marked "For the attention of Louise Harman"
  - **Fax.** faxing the signed copy to 020 7551 7800 marked "For the attention of Louise Harman".

You may not indicate your agreement to the Resolution by any other method

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement
3. Unless, by 28 days from the commencement date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

DATED 12 AUGUST 2015

COMPANY NUMBER 3200688

## **THE COMPANIES ACT 2006**

## **PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**FORSTER LAMOND LIMITED**



**Bates Wells Braithwaite**

10 Queen Street Place, London EC4R 1BE

[www.bwbllp.com](http://www.bwbllp.com)

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**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**FORSTER LAMOND LIMITED**

**(Adopted by special resolution passed on 12 August 2015)**

**PRELIMINARY**

1 Interpretation

1 1 In these Articles, unless the context otherwise requires

**Act:** means the Companies Act 2006,

**Appointor:** has the meaning given in Article 12 1,

**Articles.** means these articles of association, as amended from time to time,

**Associate** in relation to any person or company means

(a) any person who is an associate of that person determined in accordance with section 435 of the Insolvency Act 1986, or

(b) any Member of the same Group,

**Board:** means the board of directors of the Company, as constituted from time to time,

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

**Company:** Forster Lamond Limited (Company Number 3200688),

**Conflict:** has the meaning given in Article 9 1,

**Controlling Shareholder:** means a member registered as the holder of more than 90 % of the issued shares of the Company,

**Group:** means the Company and its group undertakings from time to time and all of them and each of them as the context admits and "**Group Company**" means any one of them,

**Group undertaking** shall be construed in accordance with section 1161 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) and in the context of a written resolution includes a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting,

**Interested Director** has the meaning given in Article 9 1,

**a Member of the same Group** as regards any company means, any of its Group Undertakings from time to time, and

**Model Articles** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229)

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles and unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles are adopted

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "**Article**" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

1 5 1 any subordinate legislation from time to time made under it, and

1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1 7 In these Articles, unless the context otherwise requires

1 7 1 words in the singular include the plural, and vice versa,

1 7 2 words importing any gender include all genders, and

1 7 3 a reference to a person includes a reference to a Company and to an unincorporated body of persons

1 8 In these Articles,

- 1 8 1 references to "**executed**" includes any mode of execution,
- 1 8 2 references to "**other**" and "**otherwise**" shall not be construed eiusdem generis where a wider construction is possible, and
- 1 8 3 references to a committee of the directors are to a committee established in accordance with these Articles, whether or not comprised wholly of directors
- 2 **The Model Articles**
- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles, and such Model Articles (save as so modified or excluded) and these Articles shall be the articles of association of the Company
- 2 2 Model Articles 7 (Directors to take decisions collectively), 8 (Unanimous decisions), 9 (1) (Calling a directors' meeting) 9(2) (Content of notices of directors' meeting), 11(2) (Quorum for directors' meetings), 14(1), (2), (3) and (4) (Conflicts of interest), 17(1) and (2) (Methods of appointing directors), 44 (Poll votes), 45 (Content of proxy notices), 49 (Company seals), 52 (Indemnity) and 53 (Insurance) shall not apply to the Company
- 2 3 Model Article 15 (Records of decisions to be kept) shall be amended by the insertion of the words "howsoever taken" after the words "by the directors"
- 2 4 Model Article 20 (Directors' expenses) shall be amended by the insertion of the words" (including alternate directors) and the secretary" before the words "properly incur"
- 2 5 Model Article 27(3) (Transmission of shares) shall be amended by the insertion of the words "subject to Article 10," after the word "But"
- 2 6 Model Article 29 (Transmittees bound by prior notices) shall be amended by the insertion of the words "Transferees and" before the word "Transmittees" in the title, and the words "any person named as the transferee in an instrument of transfer executed under article 28(2) ("**Transferee**") or" before the words "transmittee is entitled", and "the Transferee's name," after the words "the transmittee's name"

## **PURPOSES OF THE COMPANY**

- 3 **Purposes of the Company**
- 3 1 The purposes of the Company are to promote the success of the Company for the benefit of its members as a whole and, through its business and operations, to have a material positive impact on society and the environment, taken as a whole
- 3 2 A director shall have regard (amongst other matters) to
- 3 2 1 the likely consequences of any decision in the long term,
- 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,
- 3 2 5 the desirability of the Company maintaining a reputation for high standards of business conduct, 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")

- 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 a strategic report as if sections 414A(1) and 414C of the Act (as in force at the date of adoption of these Articles) applies to the Company whether or not they would be required to do so otherwise than by this Article

#### **DECISION MAKING BY DIRECTORS**

##### **4 Directors to take decisions by majority**

- 4 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 5 below
- 4 2 If the Company only, at any time, has one director, and no provision of the Articles requires it to have more than one director, the general rule set out in Article 4 1 does not apply, and the sole director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making

##### **5 Decisions otherwise than at a directors' meeting**

- 5 1 A resolution in writing or in electronic form shall be as valid and effectual as if it had been passed at a meeting of the Eligible Directors duly convened and held provided that a copy of the resolution is sent or submitted to all the Eligible Directors and a simple majority of Eligible Directors vote in favour of the particular resolution
- 5 2 Eligible Directors participating in the taking of a majority decision otherwise than at a director's meeting in accordance with this Article 5 may be in different places, and may participate at different times and may communicate with each other by any means
- 5 3 A decision under this Article 5 may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing



5 4 A decision may not be taken in accordance with this Article 5 if the Eligible Directors would not have formed a quorum at such a meeting

5 5 Where a decision under this Article 5 is not made in writing, or is made by electronic means (such as by email or text message) the directors shall ensure that a non-electronic written record is made of such decision

## **6 Calling a directors' meeting**

6 1 Any director may call a directors' meeting by giving not less than two Business Days' notice of the meeting (or such lesser notice as all the Eligible Directors may agree) to the directors

6 2 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 either before, on or not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

## **7 Quorum for directors' meetings**

7 1 Subject to Article 7 2, the quorum for the transaction of business at a meeting of directors shall be fixed by the directors and unless so fixed at any number shall be two Eligible Directors

7 2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 9 to authorise a director's conflict, if there are insufficient numbers of Eligible Directors to form a quorum in accordance with Article 7 1, the quorum for the transaction of business at that meeting (or part of that meeting) shall be reduced by the number of Interested Directors (as defined in Article 9) to a minimum of one Eligible Director

## **8 Transactions or other arrangements with the Company**

8 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided that he has declared the nature and extent of his interest in accordance with and to the extent required by the Act, or the interest is deemed disclosed by virtue of Article 8 2, and the directors have not (upon request) refused to give specific authorisation pursuant to Article 9 for any relevant situation or matter or have not otherwise revoked pursuant to Article 9 5 any authorisation, then a director, notwithstanding his office, shall be authorised

8 1 1 to enter into or be a party to, or otherwise interested in, any transaction or arrangement with the Company or any other Group Company or in which the Company or any other Group Company is otherwise (directly or indirectly) interested,

8 1 2 to hold any office or place of profit (except that of auditor) with, or to be employed by or a consultant to or otherwise interested (including by way of the holding of shares or securities convertible into shares) in, the Company or any other Group Company or in any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of such shareholder,

8 1 3 to act by himself or his firm in a professional capacity (otherwise than as auditor) for the Company or any Group Company or any body corporate in which any Group Company is interested or in any shareholder holding a majority of the voting rights attaching to the

issued share capital of the Company or any Associate of such shareholder and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

- 8 1 4 to be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is (directly or indirectly) interested or any Group Company or any body corporate in which any Group Company is interested or in any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of such shareholder, and
- 8 1 5 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,
- 8 1 6 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any decision taken by the directors otherwise than at a directors' meeting, in respect of such contract or proposed contract in which he is interested,

and such authorisations shall extend to any direct or indirect interest that conflicts or possibly may conflict with the interests of the Company which may reasonably be expected to arise out of the situations and matters so authorised and which is capable of being authorised at law No authorisation shall be required pursuant to Article 9 of any such situation or matter authorised by this Article 8 1 and, without limitation, no director shall, by reason of his office or the fiduciary relationship thereby established, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

- 8 2 For the purposes of this Article a director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer or employee of any Group Company in relation to the Company
- 8 3 The authorisations given pursuant to and the other provisions of Article 8 1 shall extend to and include, without limitation, direct or indirect interests of a director which arise (or which may potentially arise) due to
- 8 3 1 any transaction entered into by the director in relation to shares (or securities convertible into shares), debentures or other securities in the Company or any other Group Company or any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of such shareholder,
- 8 3 2 any guarantee, security or indemnity given or proposed to be given by any Group Company to, or to any person for the benefit of, (a) any other Group Company or (b) any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of such shareholder,
- 8 3 3 the recommendation, declaration and payment of any dividend or other distribution by the Company,

- 8 3 4 any transaction or arrangement proposed, made, terminated or varied between (a) the Company and any other Group Company, or (b) the Company and any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of such shareholder, including without limitation transactions or arrangements relating to the sale and supply of goods and services, the borrowing or advancing of money and the use of property and other assets, and
- 8 3 5 any claim or right arising between (a) the Company and any other Group Company, or (b) the Company and or any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of such shareholder
- 8 4 It shall be a term and condition of the authorisation given pursuant to Article 8 3 5 that the director shall not be entitled to vote or participate in any discussions relating to the exercise, enforcement or pursuance of any claim or right so authorised
- 8 5 Any authorisation of a situation or matter pursuant to Articles 8 1 and 8 2 relating to a Group Company or to any shareholder holding a majority of the voting rights attaching to the issued share capital of the Company or any Associate of such shareholder, shall be effective only for so long as the relevant Group Company remains a Group Company, the relevant shareholder holds the majority of the voting rights in the Company and the relevant Associate remains an Associate of a person who holds the majority of the voting rights in the Company
- 9 Directors' conflicts of interest**
- 9 1 The directors may, in accordance with the requirements set out in this Article 9, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**")
- 9 2 Any authorisation under this Article 9 will be effective only if
- 9 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- 9 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 9 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 9 3 Any authorisation of a Conflict under this Article 9 may (whether at the time of giving the authorisation or subsequently)
- 9 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 9 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

- 9 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- 9 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 9 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- 9 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 9 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 9 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 9 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act
- 9 7 A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director or officer or employee of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his connection with that other person conflicts, or possibly may conflict, with the interests of the Company, this Article 9 7 applies only if the existence of that connection has been authorised by the directors under Article 9 1 above. In particular, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he fails
- 9 7 1 to disclose any such information to the directors or to any director or other officer or employee of the Company, and/or
- 9 7 2 to use any such information in performing his duties as a director or officer or employee of the Company
- 9 8 Where the existence of a director's connection with another person has been authorised by the directors under Article 9 1 and his connection with that person conflicts, or possibly may conflict, with the interests of the Company, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he

- 9 8 1 absents himself from meetings of the director or any committee thereof at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise, and/or
- 9 8 2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser,
- for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists
- 9 9 The provisions of Articles 9 7 and 9 8 are without prejudice to any equitable principle or rule of law which may excuse the director from
- 9 9 1 disclosing information, in circumstances where disclosure would otherwise be required under these Articles or otherwise,
- 9 9 2 attending meetings or discussions or receiving documents and information as referred to in Article 9 8 in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles
- 9 10 For the purposes of this Article 9 a conflict of interest includes a conflict of interest and duty and a conflict of duties

## **APPOINTMENT OF DIRECTORS**

### **10 Appointment of directors**

- 10 1 Any person who is willing to act may be appointed as a director
- 10 1 1 by the Company passing an ordinary resolution, or
- 10 1 2 by the Controlling Shareholder at any time giving written notice to the Company in accordance with Article 16
- 10 2 The appointment of a director under Article 10 1 may be either to fill a vacancy or as an additional director
- 10 3 A director shall not be required to hold any share qualification

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

- 11 1 The Controlling Shareholder may at any time give written notice to the Company in accordance with Article 18, to remove any director (however appointed) from office
- 11 2 Where a director is removed from office under Article 11 1, that removal shall in no way prejudice any claim for damages which he may have in respect of the consequent termination of his executive office

12        **Alternate directors**

12 1        Any director ("**Appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

12 1 1      exercise that director's powers, and

12 1 2      carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor and may remove such alternate from office

12 2        Any appointment or removal of an alternate pursuant to Article 12 1 must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors

12 3        The notice must

12 3 1      identify the proposed alternate, and

12 3 2      in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

12 4        An alternate director may act as alternate director to more than one director

12 5        An alternate director has the same rights, in relation to any directors' meeting, and all meetings of committees of directors of which the Appointor is a member, or directors' written resolution, or other decision of the directors reached in accordance with these Articles, as the alternate's Appointor. For the purposes of Article 4 (Decisions otherwise than at a directors' meeting) if an alternate director indicates that he shares the majority view, his appointor need not also indicate that he shares the majority view and if a resolution is signed by an alternate director (or to which an alternate director has indicated his agreement in writing), it need not also be signed or so agreed to by his Appointor in relation to any decision of the directors as the alternate's Appointor

12 6        Except as these Articles specify otherwise, alternate directors

12 6 1      are deemed for all purposes to be directors,

12 6 2      are liable for their own acts and omissions,

12 6 3      are subject to the same restrictions as their Appointors, and

12 6 4      are not deemed to be agents of or for their Appointors

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

12 7        A person who is an alternate director but not a director

12 7 1      may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

- 12 7 2 may participate in a decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not participate), and
- 12 7 3 no alternate may be counted as more than one director for such purposes
- 12 8 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present
- 12 9 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company
- 12 10 An alternate director's appointment as an alternate terminates
- 12 10 1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 12 10 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,
- 12 10 3 on the death of the alternate's Appointor, or
- 12 10 4 when the alternate's Appointor's appointment as a director terminates

#### **DECISION-MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

##### **13 Proceedings at general meetings**

- 13 1 Notice of a general meeting of the Company need not be sent to a director in his capacity as such and section 310(1)(b) of the Act shall be excluded accordingly
- 13 2 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
- 13 3 One person entitled to vote shall be a quorum if that person is a duly authorised representative of the Controlling Shareholder or his Proxy
- 13 4 At any time when the Company has only one member
- 13 4 1 any decision that may be taken by the Company in general meeting may be taken by that member solely, and
- 13 4 2 such a decision is as effective as if agreed by the Company in general meeting

- 13 5 Where a sole member takes a decision under Article 15 4, he must (unless that decision is taken by way of a written resolution) provide the Company with written details of that decision

## **VOTING AT GENERAL MEETINGS**

### **14 Poll votes**

- 14 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 14 1 1 in advance of the general meeting where it is to be put to the vote, or
- 14 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
- 14 2 A poll may be demanded by
- 14 2 1 the chairman of the meeting,
- 14 2 2 the directors, or
- 14 2 3 any person having the right to vote on the resolution
- 14 3 A demand for a poll may be withdrawn if
- 14 3 1 the poll has not yet been taken, and
- 14 3 2 the chairman of the meeting consents to the withdrawal
- 14 4 A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made
- 14 5 Polls must be taken immediately and in such manner as the chairman of the meeting directs

### **15 Proxies**

- 15 1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which
- 15 1 1 states the name and address of the shareholder appointing the proxy,
- 15 1 2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- 15 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
- 15 1 4 is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate



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

- 15 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 15 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
- 15 4 Unless a proxy notice indicates otherwise, it must be treated as
  - 15 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 15 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

#### **ADMINISTRATIVE ARRANGEMENTS**

##### **16 Notices by the Controlling Shareholder**

- 16 1 This Article 16 applies to
  - 16 1 1 any notice given to the Company by the Controlling Shareholder under any of Articles 10 1 or 11 1, and
  - 16 1 2 any consent given by the Controlling Shareholder under Article 14 1
- 16 2 Any notice or consent referred to in Article 18 1 must be in writing and sent or supplied to the Company in accordance with Article 19
- 16 3 Any notice or consent by the Controlling Shareholder must be signed by that shareholder and where the Controlling Shareholder is a corporate entity this shall mean signed on its behalf by
  - 16 3 1 any two of its directors, or
  - 16 3 2 any one of its directors and its secretary, or
  - 16 3 3 any one of its directors or some other person duly authorised for the purpose

##### **17 Means of communication to be used**

- 17 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
  - 17 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, on the second Business Day after it was posted (or on the fifth Business Day 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),

- 17 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address if sent before 4pm on a Business Day or otherwise at 11 am on the next Business Day,
- 17 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 17 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) at 11 am on the first Business Day next following when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

- 17 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **18 Indemnity**

- 18 1 Subject to Article 18 2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled

- 18 1 1 each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
- (b) in relation to the Company's (or any associated Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability suffered or incurred by him in disputing, defending, investigating or providing evidence in connection with civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any Group Company's) affairs

- 18 2 The Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 20 1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure to the extent permitted by the Companies Act

- 18 3 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law
- 18 4 In this Article 20 and Article 21 (Insurance) below a **"Relevant Officer"** means any director or other officer or former director or other officer of the Company or a Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or Group Company) as auditor (whether or not he is also a director or other officer, to the extent he acts in his capacity as auditor)
- 19 **Insurance**
- 19 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
- 19 2 In this Article 21 a **"Relevant Loss"** means any costs, charges, expenses, losses or liabilities which has been or may be incurred by a Relevant Officer in connection with any act or omission in the actual or purported execution and/or discharge of that Relevant Officer's duties or actual or purported exercise of their powers and/or discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company, any Group Company or any pension fund or employees' share scheme of the Company or Group Company or any such other body, fund, trust, scheme or arrangement