

**NOW: Pensions Limited
(‘The Company’)
Company Number 07766398**

Circulation date: 15th April 2015

Written resolution of the shareholder of NOW: Pensions Limited (Company) for the amendment to the Company’s articles of association

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution

SPECIAL RESOLUTION

THAT, pursuant to section 21 Companies Act 2006, the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association. The new articles of association shall be effective from the date of agreement to this special resolution

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution

Signed



Carsten Stendevad

Date

20 April 2015

FRIDAY



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LD6

24/04/2015

#103

COMPANIES HOUSE

NOTES

1. You can choose to agree to the Special Resolution or not. If you agree to the resolution, please indicate your agreement by emailing your agreement or otherwise confirming in writing and include the date of your agreement. Your agreement can be sent

By hand: delivering the signed copy to The Company Secretary, NOW Pensions, 164 Bishopsgate, London EC2M 4LX

Post: returning the signed copy by post to The Company Secretary, NOW Pensions Ltd, 164 Bishopsgate, London EC2M 4LX

E-mail: by responding to the email circulating this written resolution confirming your agreement

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 resolutions, you may not revoke your agreement
3. Unless, 28 days from the circulation date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

NOW:PENSIONS LTD

COMPANY NUMBER: 07766398

Adopted on 20th April 2015

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Part 1
Interpretation and Limitation of Liability

1 **DEFINED TERMS**

In the Articles, unless the context requires otherwise

"Act" means the Companies Act 2006,

"Articles" means the Company's articles of association,

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"chairman" has the meaning given in Article 14,

"chairman of the meeting" has the meaning given in Article 40,

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

"Conflict Matter" means a matter authorised as provided in Article 18 or permitted under Article 19,

"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 34,

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

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

"group company" means the Company's ultimate holding company (if any) and any body corporate which is directly or indirectly a wholly-owned subsidiary of the Company or such ultimate holding company, in each case from time to time,

"hard copy form" has the meaning given in section 1168 of the Act,

"holder" in relation to shares means the person whose name is entered in the register of shareholders as the holder of the shares,

"instrument" means a document in hard copy form,

"ordinary director" has the meaning given in Article 4,

"ordinary resolution" has the meaning given in section 282 of the Act,

"paid" means paid or credited as paid,

"Parent Company" means a company which is the holder of not less than 90% of the issued shares in the Company,

"**participate**", in relation to a directors' meeting, has the meaning given in Article 12,

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

"**shares**" means shares in the Company,

"**special resolution**" has the meaning given in section 283 of the Act,

"**subsidiary**" has the meaning given in section 1159 of the Act,

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

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 become binding on the Company

2 REGULATIONS OF THE COMPANY

These Articles are the articles of the Company and the Companies Act 2006 Model Articles For Private Companies Limited By Shares do not apply

3 LIABILITY OF SHAREHOLDERS

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

Part 2 Directors

4 NUMBER OF DIRECTORS

4 1 There shall be at least two directors of the Company

Directors' Powers and Responsibilities

5 DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

6 SHAREHOLDERS' RESERVED POWERS

6 1 The shareholders may, by notice in writing, direct the directors to take, or refrain from taking, specified action from time to time

6 2 No such notice invalidates anything which the directors have done before the receipt of the applicable notice

7 DIRECTORS MAY DELEGATE

7 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles-

- (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

7 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

7 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

8 COMMITTEES

8 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

8 2 The directors may make rules of procedure for all or any committees and such rules prevail over rules derived from the Articles if they are not consistent with them

Decision-Making by Directors

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

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 10, subject to the following reserved matter decisions, which may only be made from time to time with the approval of all shareholders in the event that any decision of the directors in relation to such matters shall not be unanimous (subject to the provisions of the Act)

- (a) any change to the Company's Articles (with the sanction of a special resolution of the Company) or constitutional documents,
- (b) any change in the Company's share capital or the creation, administration, allotment or issue any shares or any other security or the grant of any option or rights to subscribe for or to convert any instrument into such shares or securities or the making of any initial public offer and/or rights issue or other activity on the debt or equity financial markets,
- (c) any reduction of the Company's share capital or variation of the rights attaching to any class of shares or any redemption, purchase or other acquisition by the Company of any shares or other securities of the Company,
- (d) the participation, entry into (or termination) by the Company of any joint venture, material partnership, consortium or other similar arrangement, (save in the ordinary course of business) to the extent there is no current or future financial commitment of the Company,
- (e) any merger, demerger or conversion of the Company or part thereof,
- (f) the presentation of any petition or the passing of any resolution for the winding up or liquidation of the Company or for the appointment of an administrator
- (g) adoption of the Company's annual budget,
- (h) approval of dividends (whether interim or final),

- (i) material changes to the Company's business plan, business objectives, concept, name or strategy,
- (j) material reductions or expansions of the Company's activities in general,
- (k) investment by the Company in other companies or businesses, including establishment of subsidiaries and branches,
- (l) the Company's borrowing or lending, save for usual credit in the ordinary course of business,
- (m) investment of the Company's funds outside the ordinary course of business,
- (n) pledging of the Company's assets and provision of warranties and guarantees outside the ordinary course of business,
- (o) employment and dismissal (as an employee, manager or executive) of the CEO or of any person appointed as a director of the Company, and change of such person's employment terms,
- (p) appointment or removal of the auditors of the Company,
- (q) changes in the Company's accounting principles,
- (r) appointment of the chairman of a meeting of the shareholders,
- (s) removal of a director pursuant to Article 23(h),
- (t) agreeing or amending the terms of any service contract, and remuneration, of any director pursuant to Articles 25 1 and 25 2,
- (u) paying any non-cash distribution pursuant to Article 34,
- (v) make any provision for employees or previous employees on cessation of business,
- (w) make any material changes to material contracts and agreements For the purposes of this Article 9(w), "material" shall mean taking on obligations or entering into agreements or contracts or making any material changes to existing agreements or contracts, which are or potentially could have a material adverse effect on the business of the Company, and
- (x) make any other decision which is, or potentially could be, material in relation to the business of the Company For the purposes of this Article 9(x), "material" shall mean decisions in relation to matters which are or potentially could have a material adverse effect on the business of the Company

10 UNANIMOUS DECISIONS

- 10 1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 10 2 Such a decision may take the form of a resolution in writing, at least one copy of which has been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing A resolution signed by an alternate director need not also be signed by or agreed to by his appointer
- 10 3 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting

- 10 4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting
- 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 any directors' meeting must indicate
- (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 11 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 11 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company either before 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
- 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
- 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, except a proposal to call another meeting
- 13 2 The quorum for directors' meetings may be fixed from time to time by a unanimous decision of the directors, but it must never be less than two
- 13 3 The quorum for directors' meetings shall include the chairman of the board if appointed pursuant to Article 14 1 (including if represented by an alternate appointed), in relation to any decisions made (or to be made) in respect of Reserved Matters in relation to Article 9
- 13 4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to call a general meeting so as to enable the shareholders to appoint further directors

14 CHAIRING OF DIRECTORS' MEETINGS

- 14 1 The Parent Company (if there is one) may appoint a director to chair meetings of the directors by notice in writing to the Company
- 14 2 If and for so long as no Parent Company appointment has been made pursuant to Article 14 1, the directors may appoint a director to chair their meetings and may terminate any appointment made by them
- 14 3 The person appointed for the time being pursuant to Article 14 1 or Article 14 2 (as the case may be) is known as the chairman
- 14 4 The Parent Company (if there is one) may terminate the appointment of the chairman (however appointed) at any time by notice in writing to the Company
- 14 5 If
- (a) a chairman has not been appointed pursuant to this Article,
 - (b) the chairman is unwilling to chair the meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start, or
 - (c) the chairman is not an Eligible Director in respect of any matter to be discussed at the meeting,
 - (d) the directors participating in the meeting must appoint one of themselves (who is an Eligible Director in respect of the matters to be discussed at the meeting) to chair it

15 CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

- 15 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote
- 15 2 Article 15 1 does not apply in respect of a particular matter if (i) in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that matter and/or (ii) Article 14 2 applies

16 ALTERNATE DIRECTORS

- 16 1 Any director (the "**Appointor**") (other than an alternate director) may appoint as an alternate any other director or any other person 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
- 16 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
- 16 3 The notice must
- (a) identify the proposed alternate, and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

16 4 An alternate director may act as an alternate to more than one director and has the same rights, in relation to any directors' meeting (including as to notice) or directors' written resolution, as the alternate's Appointor

16 5 Except as these Articles specify otherwise, an alternate director

- (a) is deemed for all purposes to be a director,
- (b) is liable for his own acts and omissions,
- (c) is subject to the same restrictions as his Appointor, and
- (d) is not deemed to be an agent of or for his Appointor,

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 shareholder

16 6 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and
- (b) may sign a directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate)

No alternate may be counted as more than one director for such purposes

16 7 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of each 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)

16 8 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

16 9 An alternate director's appointment as an alternate director shall terminate

- (a) when the alternate director's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence in relation to the alternate director 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 director's Appointor, or
- (d) when the alternate director's Appointor's appointment as a director terminates for any other reason

17 **TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director

- (a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested (a "**Relevant Matter**"),

- (b) shall be entitled to vote on any proposed decision of the directors (or committee of directors) in respect of any Relevant Matter or proposed Relevant Matter in which he is interested,
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of any Relevant Matter or proposed Relevant Matter in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any Relevant Matter or from any such office or employment or from any interest in any such body corporate and no such Relevant Matter 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

18 CONFLICTS OF INTEREST. SITUATIONAL CONFLICTS

- 18 1 The directors may, in accordance with this Article and the Act, authorise any matter or situation proposed which would or might, if not authorised, involve a director breaching the duty to avoid conflicts of interest in section 175 of the Act
- 18 2 Any such matter shall be proposed in writing for consideration by the directors in accordance with any procedures for the time being established for the purpose by the directors or in such other manner as the directors may approve
- 18 3 An authorisation pursuant to Article 18 2
 - (a) will be subject to any restrictions or conditions expressly imposed by the directors at the time of authorisation or subsequently, and
 - (b) may be varied or terminated by the directors at any time
- 18 4 Nothing in this Article will affect anything done by a director in accordance with the terms of an authorisation prior to any such variation or termination
- 18 5 No authority under this Article is required in respect of a conflict of interest arising in relation to a transaction or arrangement with the Company, but this is without prejudice to a director's obligation to declare any interest pursuant to the Act and the Articles
- 18 6 Nothing in this Article affects any power of the Company to authorise any matter which would or might, if not authorised, involve a director breaching the duty to avoid conflicts of interest in section 175 of the Act
- 18 7 Without prejudice to the generality of Article 18 6, any director may, in accordance with this Article
 - (a) act as a director or other officer of, or to be employed by or otherwise interested (including by the holding of shares) in the Parent Company, or any other subsidiary or holding company of the Parent Company, and /or
 - (b) vote in relation to any matter in connection with or involving any pension scheme in which they are shareholders, notwithstanding that they are shareholders,

notwithstanding that any such interest would or might otherwise involve a director breaching the duty to avoid conflicts of interest in section 175 of the Act

19 DIRECTORS' CONFLICTS' TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

19 1 Provided that he has disclosed to the directors the nature and extent of any direct or indirect interest, to the extent required by section 177 or section 182 of the Act (as appropriate), a director

- (a) may enter into or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) may hold any other office or employment with the Company (except that of auditor) in conjunction with the office of director, and may act by himself or through his firm in a professional capacity for the Company, in any such case on such terms as to remuneration and otherwise as the directors may decide, either in addition to or instead of any remuneration provided for by any other Article, and
- (c) 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 body corporate in which the Company is interested

20 DIRECTORS' CONFLICTS: GENERAL PROVISIONS

20 1 Subject to the Articles (and to the terms of any authorisation given as provided in Article 18), a director shall not by reason of his office be liable to account to the Company for any remuneration, profit or other benefit derived as a result of a Conflict Matter. No transaction or arrangement shall be liable to be avoided on the grounds of a director having an interest or benefit authorised or permitted as provided in the Articles

20 2 In relation to any Conflict Matter, the general duties that a director owes to the Company under the Act will not be infringed by anything done (or omitted to be done) by the director concerned in accordance with the Articles

20 3 The director may, for as long as he reasonably believes a Conflict Matter subsists

- (a) absent himself from meetings of the directors or from the discussion of any matter at a meeting or in respect of any other proposed decision of the directors, and
- (b) make such arrangements as he sees fit for relevant board papers and other information not to be sent to him

20 4 Where the director obtains (otherwise than as a director or employee of the Company) in relation to a Conflict Matter information in respect of which he owes a duty of confidentiality to another person he shall not be obliged to disclose such information or use it for the benefit of the Company (in circumstances in which he would otherwise be so obliged)

20 5 Subject to the Articles, a director may vote at any meeting of the directors (or committee established by the directors) and take part in any other decision of the directors despite the fact that the decision concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which conflicts, or possibly may conflict, with the interests of the Company provided that the director has, as appropriate and to the extent required

- (a) received an authorisation as provided in Article 18 (and the terms of the authorisation do not provide otherwise), or
- (b) made a disclosure in accordance with Article 19

21 RECORDS OF DECISIONS TO BE KEPT

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

Appointment of Directors

22 METHODS OF APPOINTING DIRECTORS

22 1 Subject to Article 22 2 (and, to the extent applicable, Article 9(i)), a, 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 ordinary resolution

22 2 One or more representatives of the Company (including a person who is a director of the Company) may be appointed (or subsequently re-appointed) a director of NOW Pension Trustee Limited, a company registered in England and Wales with Company No 07768841 and with registered address at 164 Bishopsgate London England EC2M 4LX (as may be amended), or any successor in title, in accordance with NOW Pension Trustee Limited's articles of association

23 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) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (f) 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,
- (g) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors resolve that that person should cease to be a director,
- (h) written notice of his removal is given by the directors (with shareholder consent as set out in Article 9(s)) and removal has taken effect in accordance with the terms of the notice. Such notice shall be in writing signed by all other directors and delivered to the Company's registered office or tendered at a meeting of the directors

24 PARENT COMPANY: POWER TO APPOINT AND REMOVE DIRECTORS

Without prejudice to Articles 22 and 23, the Parent Company (if there is one) may by notice in writing to the Company appoint any person to be a director and remove any director from office, however they were appointed

25 DIRECTORS' REMUNERATION

25 1 Directors may undertake any services for the Company that the directors decide and the Company may enter into a service contract with any director on such terms as the directors (with shareholder consent as set out in Article 9 (t)) think fit

25 2 Directors are entitled to such remuneration as the directors determine (with shareholder consent as set out in Article 9 (t))

(a) for their services to the Company as directors, and

(b) for (i) any other service which they undertake for the Company or (ii) any executive office or employment with, the Company or any body corporate which is a group company

25 3 Subject to the Articles, a director's remuneration may

(a) take any form,

(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

25 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

25 5 Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company, any group company or any other body corporate in which the Company is interested and the receipt of such benefit shall not disqualify any person from being a director of the Company

26 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the directors (including alternative directors) and the Company secretary (if one has been appointed) properly incur in connection with their attendance at

(a) meetings of directors or committees of directors,

(b) general meetings, or

(c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

**Part 3
Shares and Distributions**

27 ALL SHARES TO BE FULLY PAID UP

27 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

27 2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum

28 POWER TO ISSUE DIFFERENT CLASSES OF SHARE WITH DIFFERENT RIGHTS

- 28 1 Subject to the Articles, but without prejudice to the rights attached to any existing shares, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 28 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
- 28 3 In the event that rights and restrictions attaching to shares are determined by ordinary resolution or by the directors pursuant to this Article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Act in the absence of any provisions in the Articles of a Company, as if those rights and restrictions were set out in the Articles

29 EXCLUSION OF RIGHTS TO OFFERS ON A PRE-EMPTIVE BASIS

In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company

30 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

31 SHARE CERTIFICATES

- 31 1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 31 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
- 31 3 No certificate may be issued in respect of shares of more than one class
- 31 4 Certificates must
- (a) have affixed to them the Company's common seal, or
 - (b) be otherwise executed in accordance with the Companies Acts

32 SHARE TRANSFERS

- 32 1 No transfer of any share may be registered without the approval of a shareholder or shareholders holding a majority in nominal value of the issued shares for the time being conferring the right to vote at general meetings of the Company, and the directors shall be bound to approve a transfer which has such approval

- 32 2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor
- 32 3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 32 4 The Company may retain any instrument of transfer which is registered
- 32 5 The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it

Dividends and other distributions

33 PROCEDURE FOR DECLARING DIVIDENDS

The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

34 NON-CASH DISTRIBUTIONS

- 34 1 Subject to the terms of issue of the share in question, the Company may, by shareholder resolution or by a decision of the directors with shareholder consent, in accordance with Article 9(u), 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)
- 34 2 For the purposes of paying a non-cash distribution, the directors (with shareholder consent as set out in Article 9(u)) 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

35 DISTRIBUTION IN SPECIE ON WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company 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 shareholder shall be compelled to accept any assets upon which there is a liability

Capitalisation of profits

36 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 36 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 shareholder(s) who would have been entitled to it if it were distributed by way of dividend (the "**shareholder(s) entitled**") and in the same proportions

36 2 Capitalised sums must be applied

- (a) on behalf of the shareholder(s) entitled, and
- (b) in the same proportions as a dividend would have been distributed to them

36 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 shareholder(s) entitled or as they may direct

36 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 shareholder(s) entitled or as they may direct

36 5 Subject to the Articles the directors may

- (a) apply capitalised sums in accordance with Articles 36 3 and 36 4 partly in one way and partly in another,
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
- (c) authorise any shareholder to enter into an agreement with the Company on behalf of all the shareholder(s) entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

Part 4

**Decision-making by shareholders
Organisation of general meetings**

37 NOTICE OF GENERAL MEETINGS

Notice of general meetings need not be given to shareholders who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company

38 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

38 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

38 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

38 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

39 QUORUM FOR GENERAL MEETINGS

39 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

39 2 For all purposes of these Articles, a quorum shall be present at a general meeting of the Company or of the holders of any class of its shares as provided in the Act

40 CHAIRING GENERAL MEETINGS

40 1 The chairman shall chair general meetings if present and willing to do so

40 2 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 (including a proxy or a corporate representative) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

40 3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting"

41 VOTING. GENERAL

41 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded

41 2 On a vote on a written resolution each shareholder has one vote in respect of each share held by him

- 41 3 The voting entitlements of shareholders are subject to any rights or restrictions attached to shares held by them, whether or not such rights or restrictions are set out in the Articles

42 **AMENDMENTS TO RESOLUTIONS**

- 42 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

- 42 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

- 42 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

43 **CLASS MEETINGS**

All the provisions of these Articles relating to general meetings of the Company apply with any necessary changes to a separate meeting of shareholders of any class of shares in the Company in connection with the variation of rights attached to a class of shares

Part 5

Administrative Arrangements

44 **MEANS OF COMMUNICATION TO BE USED**

- 44 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 that Act to be sent or supplied by or to the Company

- 44 2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

- 44 3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

45 **COMPANY SEALS**

- 45 1 Any common seal may only be used by the authority of the directors

- 45 2 The directors may decide by what means and in what form any common seal is to be used

45 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

45 4 For the purposes of this Article, an authorised person is

- (a) any director of the Company,
- (b) the Company secretary (if any), or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

45 5 The Company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine

46 **RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

While the Company is owned by a single shareholder or a Parent Company, such single shareholder or Parent Company is entitled to inspect any of the Company's accounting or other records or documents upon reasonable written notice in writing. In all other regards, except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder

Directors' Indemnity and Insurance

47 **INDEMNITY AND EXPENSES**

47 1 Subject to Article 47 4, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act), and
- (c) any other liability incurred by that director as an officer of the Company or an associated company

47 2 The Company may fund a relevant director's expenditure for the purposes permitted under the Act and may do anything to enable a relevant director to avoid incurring such expenditure as provided in the Act

47 3 No relevant director shall be accountable to the Company or the shareholders for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company

47 4 This Article 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

47 5 In this Article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

- (b) a "relevant director" means any director or former director of the Company or an associated company

48 INSURANCE

48 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss

48 2 In this Article

- (a) a "relevant director" means any director or former director of the Company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

