

No 7980777

The Companies Act 2006

Company Limited by Guarantee

ARTICLES OF ASSOCIATION

of

The Green Deal Finance Company Limited

(incorporated on 7 March 2012)

As amended by Special Resolutions dated 16 April 2014, 16 December 2015 and 16 March 2016

These Articles should be read in conjunction with the Special Resolution
which was passed on 22 March 2012 and recorded at Companies House on 5 April 2012

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COMPANIES HOUSE

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The Companies Act 2006
Company Limited by Guarantee
Articles of Association
of
The Green Deal Finance Company Limited (the "Company")

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,

"Associated Company" means a body corporate associated with the Company within the meaning of Section 256 of the Act,

"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,

"Board" means the board of directors of the Company from time to time,

"Business Days" means a day which is not a Saturday, a Sunday or a public holiday in the United Kingdom,

"chair" or **"chairman"** has the meaning given in article 13,

"chairman of the meeting" has the meaning given in article 33 3,

"Committee Meeting" means a meeting of any committee of the Board,

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

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called,

"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,

"Executive Director" means a director appointed to hold any employment or executive office within the Company (including that of a chief executive) pursuant to article 18 3,

"Green Deal" means the UK Government's initiative to improve energy efficiency in properties throughout the UK including through the execution of "green deal plans" as contemplated in the Energy Act 2011,

"Insolvency Event" in relation to a member means

- (a) the member entering into or resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them in any relevant jurisdiction,
- (b) the member being unable to pay its debts when they are due or being deemed under any statutory provision of any relevant jurisdiction to be insolvent,
- (c) a liquidator or provisional liquidator being appointed to the member or an administrator, receiver, receiver and manager, trustee or similar official being appointed over any of the assets or undertakings of the member, or an event analogous with any such event occurring in any relevant jurisdiction, or
- (d) an application or order being made or a resolution being passed for the winding up of the member (except for the purposes of a bona fide reconstruction or amalgamation),

"member" has the meaning given in section 112 of the Act,

"Membership Committee" means the committee of the Board as described in article 25 9,

"Membership Policy" has the meaning given in article 24 1,

"Non-Executive Director" means a director, other than an Executive Director,

"Objects" means the objects of the Company set out in article 3,

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

"participate", in relation to a directors' meeting, has the meaning given in article 11,

"proxy notice" has the meaning given in article 39,

"Register" means the register of members kept pursuant to the Act,

"Relevant Director" means any director or former director of the Company or any director or former director of an Associated Company,

"Remuneration Committee" means the committee of the Board responsible for determining matters related to the remuneration and incentivisation of Executive Directors, senior employees and officers of the Company and executive directors of significant subsidiaries of the Company, if any, in accordance with article 22 3,

"Secretary" means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the Company and includes an assistant or deputy secretary and any person appointed by the Board to perform any of the duties of the secretary,

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

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

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

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 Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves

Part 2 Objects

3 Objects of the Company

3.1 The objects of the Company shall be to

- (a) provide cost-effective financing either directly or indirectly for Green Deal plans (or equivalent initiatives) which are generally available to domestic and non-domestic energy consumers within the UK,
 - (b) fund the installation of energy efficiency measures and equipment in domestic and non-domestic properties in the UK,
 - (c) support the delivery of the UK's carbon reduction commitments,
- with the powers to
- (d) if appropriate, seek and obtain charitable status for the Company,
 - (e) raise or borrow money for the purposes of the Company or any subsidiary undertaking,
 - (f) establish and support, or aid in the establishment and support of, any companies or other organisations in any way connected with the purposes of the Company or calculated to further its objects,
 - (g) do all such other things as may be considered, in the opinion of the Board, to be incidental or conducive to the attainment of the above objects or any of them, including borrowing from, lending to, or investing in any company or other organisation or person,
- and
- (h) do all such other things as may be considered, in the opinion of the Board, appropriate for a "not-for-profit-distribution" company to do

Part 3

Directors

Directors' Powers and Responsibilities

4 Directors' general authority and member reserved matters

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 save that no decision shall be taken by the directors

(a) in respect of any material amendment to, or revision of, the Membership Policy without, or without its implementation being conditional on, the prior approval of 75 per cent of members of the Company either in writing or by resolution at a general meeting where at least 75 per cent of all members are present in person or by proxy and vote in favour of the resolution, and/or

(b) in respect of

(i) any material change to the nature of the business carried on by the Company, and/or

(ii) any actual or proposed reconstruction, amalgamation, company voluntary arrangement or similar reorganisation of the Company,

without, or without its implementation being conditional on, the prior approval of members of the Company by special resolution

The directors shall determine in their absolute discretion whether an amendment or revision (in the case of (a) above) or a change to the nature of the business (in the case of (b)(i) above) is material for this purpose

5 Members' reserve power

5 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 Directors may delegate

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

(a) to such person or committee,

(b) by such means (including by power of attorney),

(c) to such an extent,

(d) in relation to such matters or territories, and

(e) on such terms and conditions,

as they think fit

- 6.2** If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated
- 6.3** The directors may revoke any delegation in whole or part, or alter its terms and conditions at any time

7 Committees

- 7.1** Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors
- 7.2** The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with the articles

Decision Making by Directors

8 Directors to take decisions collectively

- 8.1** 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 9

9 Directors' written resolutions

- 9.1** A directors' written resolution is adopted when all the directors entitled to vote on such a resolution have
- (a) signed one or more copies of it, or
 - (b) otherwise indicated their agreement to it in writing
- 9.2** A directors' written resolution is not adopted if the number of directors entitled to vote on such resolution who have signed it is less than the quorum for directors' meetings
- 9.3** Once a directors' written resolution has been adopted, it must be treated as if it had been a resolution passed at a directors' meeting in accordance with the articles

10 Calling a directors' meeting

- 10.1** Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Secretary to give such notice
- 10.2** 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
- 10.3** Notice of a directors' meeting must be given to each director, but need not be in writing

- 10 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 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.

11 Participation in directors' meetings

- 11 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.
- 11 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 and for the avoidance of doubt meetings may be held by conference telephone or any form of audio-visual link.
- 11.3** 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.

12 Quorum for directors' meetings

- 12.1** Subject to article 12 3, at a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2** The quorum for directors' meetings is a majority of the directors including one Non-Executive Director and one Executive Director (present or represented) to the extent an Executive Director has been appointed in accordance with article 18 3.
- 12.3** Once the total number of directors has reached three, thereafter if the total number of directors for the time being is less than three, the directors must not take any decision other than a decision
- (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the members to appoint further directors.
- 12 4** If there is no director able or willing to act, then any two members may summon a general meeting of the Company for the purpose of appointing directors.

13 Chairing of directors' meetings

- 13.1** The directors may appoint a director to chair their meetings.
- 13.2** The person so appointed for the time being is known as the "*chair*".
- 13.3** The directors may terminate the chair's appointment at any time.
- 13.4** If the chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 Casting vote

- 14.1** If the numbers of votes for and against a proposal are equal, the chair or other director chairing the meeting has a casting vote
- 14.2** But this does not apply if, in accordance with the articles, the chair or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

15 Authorisation of directors' interests

- 15.1** The directors have the power under section 175 of the Act, to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company
- 15.2** Authorisation of a matter under this article 15 shall be effective only if
- 15.2.1** the matter in question shall have been proposed for consideration at a meeting of the directors, in accordance with the usual procedures for such meetings or in such other manner as the directors may resolve,
 - 15.2.2** any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the "**Interested Directors**"), and
 - 15.2.3** the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted
- 15.3** Any authorisation of a matter under this article may
- 15.3.1** extend to any actual or potential conflict of interest which may arise out of the matter so authorised,
 - 15.3.2** be subject to such conditions or limitations as the directors may resolve, whether at the time such authorisation is given or subsequently, and
 - 15.3.3** be terminated by the directors at any time,
- and a director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation
- 15.4** Save where the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, a director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) is interested Any vote of a director in respect of a matter where he is not entitled to vote shall be disregarded
- 15.5** Subject to article 15.6, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive
- 15.6** If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors

at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

16 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 decision taken by the directors

17 Directors' discretion to make further rules

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

Appointment of Directors

18 Number of directors and composition

18.1 Until such time as the Company has three directors, the minimum number of directors of the Company shall be one. Thereafter, unless otherwise determined by ordinary resolution of the Company, the directors shall be not less than three or more than thirteen

18.2 The number of Non-Executive Directors appointed to the Board (including the chairman) shall, so far as possible, exceed the number of Executive Directors

18.3 The Board or any committee authorised by the Board may, from time to time, appoint one or more directors as Executive Directors for such period (subject to the provisions of the Act) and upon such other terms as the Board or any other committee authorised by the Board may in its discretion decide and may revoke or terminate any appointment so made

18.4 No person other than a director retiring at a general meeting (whether by rotation or otherwise) shall be appointed or reappointed a director at any general meeting unless he is recommended by the Board, or not less than seven or more than forty two clear days before the day appointed for the meeting, notice executed by one-tenth in number of the members qualified to vote at the meeting has been given to the Secretary of the intention to propose that person for appointment or reappointment together with notice executed by that person of his willingness to be appointed or reappointed

18.5 Subject to articles 18.1 to 18.4, any person who is willing to act as a director, and is permitted by law and these articles to do so, may be appointed to be a director

(a) by ordinary resolution, or

(b) by a decision of the directors. Any person so appointed by the directors shall hold office only until the next annual general meeting at which he shall then be eligible for election

19 Retirement at annual general meetings

19.1 Each director shall retire at the annual general meeting held in the fifth calendar year following the year in which he was elected or last re-elected by the Company, or at such earlier annual general meeting as the directors may resolve

19.2 A director who retires at any annual general meeting shall be eligible for election or re-election unless the directors resolve otherwise not later than the date of the notice of such annual general meeting

20 Re-election of retiring director

- 20.1** Where a director retires at an annual general meeting in accordance with article 19.1 or otherwise, the Company may at the meeting by ordinary resolution fill the office being vacated by electing the retiring director (if eligible for re-election). In the absence of such a resolution being put to the annual general meeting the retiring director shall nevertheless be deemed to have been re-elected except where such director is ineligible for re-election or has given notice in writing to the Company that he is unwilling to be re-elected and for the avoidance of doubt, where an ordinary resolution to re-elect a retiring director is put to the meeting and lost, the retiring director shall not be re-elected.
- 20.2** The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring director or a resolution for his re-election is put to the meeting and lost. Accordingly a retiring director who is re-elected or deemed to have been re-elected will continue in office without a break.

21 Termination of director's appointment

- 21.1** 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, or
 - (g) notice of termination is served or deemed served on him and that notice is given by not less than three-quarters of the directors for the time being.
- 21.2** Any revocation or termination of the appointment of an Executive Director shall be without any prejudice to any claim for damages that the director may have against the Company or the Company may have against the director for any breach of any contract of service between the director and the Company which may be involved in the revocation or termination of such appointment.

22 Directors' remuneration and expenses

22.1 Directors' fees

- 22.1.1** Directors may undertake any services for the Company that the directors decide

- 22 1 2** Directors are entitled to such remuneration as determined in accordance with article 22 1 4 (in the case of Non-Executive Directors) and article 22 1 5 (in the case of Executive Directors)
- (a) for their services to the Company as directors, and
 - (b) for any other service which they undertake for the Company
- 22 1 3** Subject to the articles, a director's remuneration may
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 22 1 4** The ordinary remuneration of the Non-Executive Directors shall from time to time be determined by the Board
- 22 1 5** The ordinary remuneration of the Executive Directors shall from time to time be determined by the Remuneration Committee
- 22 1 6** The Board shall prepare a directors' remuneration report for each financial year of the Company and submit it to members for approval by ordinary resolution at each annual general meeting as if sections 420, 421 and 439 of the Act applied to the Company

22.2 Additional remuneration of directors

Any director who holds any executive office (including for this purpose the office of chairman whether or not such office is held in an executive capacity), or who serves on any committee of the directors, or who otherwise performs services which in the opinion of the Remuneration Committee are outside the scope of the ordinary duties of a director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the Remuneration Committee may determine

22.3 Remuneration Committee

- 22 3 1** The Remuneration Committee shall be a committee of the Board alone responsible for determining all matters concerning the remuneration (including, but not limited to, benefits by way of gratuities, pensions and other superannuation benefits) and incentivisation of Executive Directors, senior employees or officers of the Company and executive directors of significant subsidiaries of the Company, if any. The Remuneration Committee shall determine in its absolute discretion whether a subsidiary of the Company is significant for this purpose
- 22 3 2** The Remuneration Committee shall comprise only Non-Executive Directors and it shall consist of at least two Non-Executive Directors to be appointed by resolution of the Board, one of whom shall be the chairman of the Remuneration Committee and it shall operate by majority decision. In the case of an equality of votes, the chairman of the Remuneration Committee shall be entitled to an additional or casting vote in addition to any other vote he may have
- 22 3 3** Each member of the Remuneration Committee may appoint an alternate Non-Executive Director (an "**Alternate Remuneration Committee Member**") who is not a member of the Remuneration Committee to attend meetings of the Remuneration

Committee in the event that he/she is unable to attend such meeting and the Alternate Remuneration Committee Member may perform the functions of their appointer at such meeting

22.4 Directors' expenses

The Company may pay any reasonable expenses (including, but not limited to, travelling, hotel and incidental expenses) which the directors properly incur in connection with their attendance at

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) any other meetings which as a director he or she is entitled to attend,

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

23 Alternate Directors

23.1 Each Executive Director may appoint another Executive Director, and, subject to 22.3.3, each Non-Executive Director may appoint another Non-Executive Director, as his proxy to represent him at any Board meeting or Committee Meeting which the appointing director cannot attend, such appointment to be effected by the giving of written notice to the Company and the directors at least two Business Days prior to the Board meeting or Committee Meeting for which the proxy is appointed

23.2 A proxy may attend, speak and vote on behalf of the director for whom he is appointed at any Board meeting or Committee Meeting for which he is appointed

23.3 The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the relevant Board meeting or Committee Meeting as well as for the Board meeting or Committee Meeting to which it relates

23.4 The appointment of a proxy shall not preclude the appointing director from attending and voting at the relevant Board meeting or Committee Meeting, in which case the proxy shall cease to have the right to attend, speak and vote on behalf of the appointing director at the relevant Board meeting or Committee Meeting

Part 4 Members

Becoming and Ceasing to be a Member

24 Applications for membership

24.1 The directors shall ensure that at all times there is a published written policy of the Company setting out its procedures for seeking nominations for membership, for the selection and appointment of members and the continuing standards to be observed by members (the "**Membership Policy**")

24.2 The following provisions shall apply to the admission of members

- (a) all members shall be appointed in accordance with the Membership Policy,

- (b) a prospective member must complete an application for membership in a form approved by the Membership Committee, and
- (c) the Membership Committee shall have approved the prospective member's application and the prospective member shall have completed such other steps as the Membership Committee may require

25 Termination of membership

25 1 A member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing

25.2 Membership is personal and shall not be transferable by any act of a member or by operation of law

25 3 The Membership Committee may determine to request a member to resign their membership if, in the opinion of the Membership Committee

- (a) such member is the subject of an Insolvency Event or bankruptcy proceedings,
- (b) such member has acted, or is acting, in a manner inconsistent with the objects of the Company set out in article 3,
- (c) such member has acted, or is acting, in material or persistent breach of the articles,
- (d) such member has failed, or is failing, to materially comply with the Membership Policy,
- (e) in relation to Industry Members (as more particularly described in the Membership Policy) only, such member is no longer significantly participating in the Green Deal,
- (f) such member has provided materially inaccurate or misleading information in connection with their application for membership of the Company,
- (g) such member has been convicted of a criminal offence of a nature which the Membership Committee believes (in its absolute discretion) makes the member in question no longer a suitable person to be a member,
- (h) such member or its nominated proxy fails to attend two or more consecutive annual general meetings or general meetings of the Company, or
- (i) it is otherwise in the interests of the Company that such person should resign their membership

25 4 If the Membership Committee resolves to request a member to resign their membership, the Board shall within five Business Days of the resolution being passed send a written request to the relevant member that they resign their membership of the Company (a "**Resignation Request**")

25 5 Any member who receives a request from the Board under article 25 4 (a "**Resigning Member**") shall be entitled to

- (a) require the termination of the Resigning Member's membership of the Company to be determined by ordinary resolution, and
- (b) make representations at the general meeting of the Company at which the ordinary resolution referred to in article 25 5(a) is proposed

- 25.6** If the Resigning Member wishes to exercise the right referred to in article 25 5(a), it must do so by notifying the Board (a "**Resigning Member Notice**") within 30 days of receiving the Resignation Request. As soon as reasonably practicable following the receipt of a notice, the Board shall proceed to convene a general meeting in accordance with the articles to consider the termination of membership.
- 25.7** If an ordinary resolution put to the general meeting in accordance with article 25 5 is passed in favour of the termination of the Resigning Member's membership, such membership will be terminated with immediate effect. If such resolution is not passed, the member shall not be required to resign their membership.
- 25.8** Save in circumstances where a Resigning Member Notice is received from a Resigning Member in accordance with article 25 6, any member who fails within thirty days to comply with a Resignation Request may have their membership terminated by a resolution passed by a majority of at least three-fourths of the Non-Executive Directors present and voting at a meeting of the Board. The decision of the Board shall be final and shall be notified to the member in writing and shall be effective upon such notice being served.
- 25.9 Membership Committee**
- 25 9 1** The Membership Committee shall be a committee of the Board comprising the Non-Executive Directors only and it shall operate by majority decision. The members of the Membership Committee may appoint a Non-Executive Director to chair their meetings of the Membership Committee and they may terminate the chairman's appointment at any time.
- 25 9 2** At a meeting of the Membership Committee, unless a quorum is participating, no proposal is to be voted on, except a proposal to convene another meeting of the Membership Committee. Until such time as the Company has three Non-Executive Directors, the quorum for a Membership Committee meeting shall be one. Thereafter, the quorum for a Membership Committee meeting shall be three Non-Executive Directors, one of whom shall be the chairman of the Membership Committee. In the case of an equality of votes, the chairman of the Membership Committee shall be entitled to an additional or casting vote in addition to any other vote he may have.

Organisation of General Meetings

26 General meetings

- 26.1** Any general meeting other than an annual general meeting shall be called a general meeting.

27 Annual general meetings

- 27.1** The Company shall, unless it resolves otherwise, in each year hold a general meeting as its annual general meeting and shall specify the meeting as such in the notice calling it.
- 27.2** The annual general meeting shall be held at such date, place and time as the Board shall appoint.

28 Convening of general meetings

- 28 1** The directors may, whenever they think fit, and shall, on requisition in accordance with the Companies Acts, proceed to convene a general meeting

Notice of General Meetings

29 Length of notice

- 29.1** An annual general meeting shall be called by notice of at least twenty one days. Any other general meeting shall be called by notice of at least fourteen days. The period of notice shall in either case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held. The notice shall specify the place, day and time of the meeting, and the general nature of the business to be transacted. There shall appear with reasonable prominence in every such notice a statement that a member is entitled to appoint another member as his proxy to exercise all or any of his rights to attend and to speak and vote at the meeting. Notice of every general meeting shall be given to all members and also to the auditors or, if more than one, each of them.
- 29.2** Notwithstanding that a meeting of the Company is convened by shorter notice than that specified in this article 29, it shall be deemed to have been properly convened if it is so agreed
- (a) in the case of an annual general meeting, by all members entitled to attend and vote at the meeting, and
 - (b) in the case of any other general meeting, by at least 90 per cent of the members entitled to attend and vote at the meeting

30 Omission or non-receipt of notice

- 30 1** The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send an instrument of proxy to, or the non-receipt of either or both by, any person entitled to receive the notice shall not invalidate the proceedings at that meeting

31 Proceedings at general meetings

- 31 1** A member is able to exercise the right to speak at a general meeting when that member is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that member has on the business of the meeting
- 31.2** 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
- 31.3** In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 31.4** Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

32 Quorum for general meetings

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. Ten per cent of members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

33 Chairing general meetings

33.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

33.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

33.3 The person chairing a meeting in accordance with this article is referred to as "*the chairman of the meeting*".

34 Attendance and speaking by directors and non-members

34.1 Directors may attend and speak at general meetings, whether or not they are members.

34.2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

35 Adjournment

35.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

35.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

35.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

35.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, provided that the adjourned meeting shall be held not less than 10 days after the original meeting, and

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting

35.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain

35.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

Voting at General Meetings

36 Voting: general

36.1 All resolutions put to a general meeting shall be decided by show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is properly demanded. Subject to the Act, a poll may be demanded by the chairman of the meeting, or at least three members present in person or by proxy and entitled to vote

36.2 On a show of hands or on a poll, every member who is present in person and every proxy (or representative appointed pursuant to article 37) present who has been duly appointed by a member entitled to vote on the resolution, shall have one vote

36.3 A proxy appointed by a member in accordance with these articles and the Act shall be entitled to exercise all or any of the rights of the appointer, to attend and vote at a meeting of the Company

37 Representatives of members

37.1 Without prejudice to section 323 of the Act, a member that is a corporation may be represented at any meeting of the Company at which it is entitled to vote by any one person it designates. A partnership or association that is admitted to membership in the name of a representative member may be represented at any meeting of the Company at which its representative member is entitled to vote by that representative member or by any one person designated for the purpose by the partnership or association. If both the representative member and a designated representative of a partnership or association are present, the partnership or association shall be represented by the designated representative. Save as provided in this article (and notwithstanding the provisions of article 37.4), partners of the partnership or members of the association shall not be entitled to attend or vote at any meeting of the Company

37.2 Except as otherwise provided in these articles, any such designated representative shall be entitled to exercise the same powers on behalf of a corporation, partnership or association as the corporation, partnership or association could exercise if it were an individual member of the Company, and the corporation, partnership or association shall for the purposes of the articles be deemed to be present in person at any meeting of the Company if its designated representative is present at it

- 37.3** If a person is the designated representative of more than one corporation, partnership or association, such person shall be entitled to vote on behalf of each corporation, partnership or association he or she represents
- 37.4** The following shall apply in respect of a partnership or association which is not a separate legal person and which is admitted to membership
- (a) the name of a representative member of the relevant partnership or association shall be entered on the Register,
 - (b) each of the partners of the partnership or members of the association from time to time shall be deemed to be a member of the Company and, for the avoidance of doubt, any individual who becomes a partner of the partnership or a member of the association shall automatically be deemed to be a member of the Company and a person who ceases to be a partner of the partnership or a member of the association shall automatically be deemed to cease to be a member of the Company, and
 - (c) subject to the provisions of these articles, each partner of each such partnership or member of each such association shall be jointly (but not severally) entitled to all the rights associated with its membership of the Company

38 Errors and disputes

- 38.1** No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 38.2** Any such objection must be referred to the chairman of the meeting whose decision is final

39 Content of proxy notices

- 39.1** Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which
- (a) states the name and address of the member appointing the proxy,
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- 39.2** The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 39.3** 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
- 39.4** Unless a proxy notice indicates otherwise, it must be treated as
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

40 Delivery of proxy notices

- 40.1** A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person
- 40.2** An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 40.3** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 40.4** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf

41 Amendments to resolutions

- 41.1** 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
- 41.2** 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
- 41.3** If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

Part 5

Administrative Arrangements

42 Application of income and property

- 42.1** Subject to article 22, the income and property of the Company shall be applied solely towards the promotion of the Objects

42.2 Subject to article 22, none of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend or bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a director receiving reasonable and proper remuneration for any goods or services supplied to the Company nor a member who is not a director receiving goods or services from the Company for which that member has provided consideration on an arms length basis

43 Winding up

43.1 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of this article, such institution or institutions to be determined by the members of the Company at or before the time of the dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object consistent with the objects of the Company

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 Secretary, or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

46 No right to inspect accounts and other records

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 member

47 Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

Directors' Indemnity and Insurance

48 Indemnity

48.1 Subject to article 48.2, a Relevant Director 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),
- (c) any other liability incurred by that director as an officer of the Company or an Associated Company

48.2 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

49 Insurance

49.1 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

49.2 In this article 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

50 Defence expenditure

50.1 So far as may be permitted by the Act, the Company may

- 50.1.1** provide a Relevant Director with funds to meet expenditure incurred or to be incurred by him in

- (i) defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company, or
- (ii) in connection with any application for relief under the provisions mentioned in section 205(5) of the Act, and

50 1 2 do anything to enable any such Relevant Director to avoid incurring such expenditure

50.2 The terms set out in section 205(2) of the Act shall apply to any provision of funds or other things done under article 50 1

50.3 So far as may be permitted by the Act, the Company

50 3 1 may provide a Relevant Director with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company, and

50 3 2 may do anything to enable any such Relevant Director to avoid incurring such expenditure

Amendments to Certain Articles

50.4 Articles 42 (*Application of income and property*), 43 (*Winding up*) and 50 4 (*Amendments to Certain Articles*) may only be varied or deleted by resolution unanimously passed by all members