

The Companies Act 2006

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**RHIWLAS ENERGY PARK LIMITED**

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**

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**OF**  
**RHIWLAS ENERGY PARK LIMITED**

**PART 1**  
**INTERPRETATION AND LIMITATION OF LIABILITY**

**1 PRELIMINARY**

- 1.1** The following regulations constitute the Articles of Association of the company and the '**relevant model articles**' (as defined in section 20(2) of the Companies Act 2006) shall not apply to the company.
- 1.2** In the Articles the headings are for convenience only and shall be ignored in construing the meaning of the Articles.

**2 DEFINED TERMS**

- 2.1** In the Articles, unless the context requires otherwise -

**'appointed director'** has the meaning given in Article 23;

**'appointer'** has the meaning given in Article 23;

**'Articles'** means the company's Articles of Association;

**'A Share'** means the A shares of £0.001 each in the capital of the company having the rights set out in these Articles;

**'B Share'** means the B shares of £0.001 each in the capital of the company having the rights set out in these Articles;

**'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;

**'Business Day'** " means a day (other than a Saturday or Sunday) on which banks in London and Copenhagen are open for the transaction of normal banking business.

**'capitalised sum'** has the meaning given in Article 42;

**'chairman'** means the person appointed pursuant to Article 12;

**'chairman of the meeting'** has the meaning given in Article 45;

**'Companies Acts'** means the Companies Acts (as defined in section 2 of the Companies Act 2006), 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;

**'distribution recipient'** has the meaning given in Article 37;

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

**'electronic form'** has the meaning given in section 1168 of the Companies Act 2006;

**'fully paid'** in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

**'hard copy form'** has the meaning given in section 1168 of the Companies Act 2006;

**'holder'** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**'instrument'** means a document in hard copy form;

**'ordinary resolution'** has the meaning given in section 282 of the Companies Act 2006;

**'paid'** means paid or credited as paid;

**'participate'**, in relation to a directors' meeting, has the meaning given in Article 10;

**'proxy notice'** has the meaning given in Article 51;

**'shareholder'** means a person who is the holder of a share;

**'shares'** means together, the A Shares and the B Shares;

**'special resolution'** has the meaning given in section 283 of the Companies Act 2006;

**'subsidiary'** has the meaning given in section 1159 of the Companies Act 2006;

**'transmittee'** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

**'writing'** 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 Companies Act 2006 as in force on the date when these Articles become binding on the company.

### **3      LIABILITY OF MEMBERS**

- 3.1**    The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## **PART 2 DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

### **4      DIRECTORS' GENERAL AUTHORITY**

- 4.1**    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.
- 4.2**    Without the need for a special resolution of the company, the directors may decide at any time to change the name of the company; and where the directors decide to change the name, they shall procure that all requisite actions are taken to effect that decision with the Registrar of Companies.

### **5      DIRECTORS MAY DELEGATE**

- 5.1**    Subject to the Articles and any arrangements agreed to by the shareholders (to the extent such arrangements are in place), 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.

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

**5.3** Subject to the Articles and any arrangements agreed to by the shareholders (to the extent such arrangements are in place), the directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **6 COMMITTEES**

**6.1** 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.

**6.2** Subject to any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), the directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **7 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

**7.1** The general rule about decision-making by directors is that any decision of the directors must be either a majority (or, if in accordance with any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), unanimous) decision at a meeting or a unanimous decision under Article 8, in each case where each director who votes in favour of or against the relevant resolution shall have the number of votes equal to:

- (a) the number of directors which the shareholder who nominated such director is entitled to nominate under Article 19.2(a) or 19.3(a) (as applicable); divided by
- (b) the number of directors nominated by such shareholder who are present and also vote for or against the relevant resolution.

**7.2** If:

- (a) the company only has one director for the time being; and
- (b) no provision of the Articles requires it to have more than one director

the general rule does not apply, and the director may, for as long as he remains the sole director, take decisions without regard to any of the provisions of the Articles relating to directors' decision-making (except for his duty to keep records of such decisions under Article 17).

**8 UNANIMOUS DECISIONS BY WAY OF WRITTEN RESOLUTION**

- 8.1** A unanimous decision taken under this Article 8 shall take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 8.2** 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.
- 8.3** 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.

## **9 CALLING A DIRECTORS' MEETING**

**9.1** The directors shall meet at regular intervals in accordance with any arrangements agreed to by the shareholders (to the extent that such arrangements are in place). All meetings of the directors shall be held at such venue as the directors agree, provided that a majority of the directors are located in the United Kingdom.

**9.2** Without prejudice to Article 9.1, a meeting of the directors shall be called by the chairman as soon as reasonably practicable at the request of any shareholder or any director.

**9.3** 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.

**9.4** Notice of a directors' meeting must be given to each director but need not be in writing.

**9.5** Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **10 PARTICIPATION IN DIRECTORS' MEETINGS**

**10.1** 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.

**10.2** In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

**10.3** If all the directors participating in a meeting are not in the same place, subject to Article 9.1, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **11 QUORUM FOR DIRECTORS' MEETINGS**

**11.1** At a directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting.

**11.2** Subject always to Article 11.4 and any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), the quorum for directors' meetings shall require the presence of a director nominated by each shareholder entitled to nominate a director under Article 19.2(a) or 19.3(a) (as applicable).

**11.3** For the purposes of any meeting held to authorise a director's conflict of interests in accordance with Article 15, if there is only one director in office other than the conflicted director or directors, then the quorum for the meeting shall be the one director entitled to vote on the matter in question.

**11.4** If a quorum is not present at a directors' meeting, any director may require the meeting to be reconvened. At least five (5) Business Days' notice of the reconvened meeting will be given to all directors unless all of the directors agree to a shorter notice period. At any reconvened meeting, subject to any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), a quorum shall

exist with respect to those matters on the agenda which were not disposed of at the original meeting if the requirements of Article 11.2 as to quorum are satisfied but excluding, for the purposes of the reconvened meeting only, the directors the absence of whom at the original meeting gave rise to the need for a reconvened meeting. If at such reconvened meeting, a quorum is still not present, then this Article 11.4 shall apply again (with the necessary modifications).

## **12 CHAIRING OF DIRECTORS' MEETINGS**

**12.1** The directors may appoint a director to chair their meetings.

**12.2** If there is no majority in favour of a candidate for chairman pursuant to Article 12.1, then Article 12.1 shall not apply and the shareholders shall be entitled, on a rotating basis, by notice to the company and each of the other shareholders, to nominate a director to act as chairman of the board for a period of six (6) months.

**12.3** The shareholder which nominated the chairman of the company may terminate the chairman's appointment at any time by notice in writing to the company and the other shareholders.

**12.4** If, for any reason, a chairman nominated by a shareholder ceases to hold that office during his term, the shareholder which nominated him shall be entitled to nominate another director as chairman, provided that such director shall be chairman for the remainder of the previous chairman's six-month term.

## **13 CASTING VOTE**

**13.1** If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.

## **14 DIRECTORS' APPOINTMENTS AND INTERESTS**

**14.1** A director may:

- (a) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the company or in which the company is otherwise interested; and
- (b) be a director or other officer of, or employed by, or provide services (directly himself or through his firm including in a professional capacity), or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the company is interested,

and where a proposed decision of the directors is concerned with such a transaction, arrangement, office, employment or other matter, that director may be counted as participating in the decision making process for quorum and voting purposes.

**14.2** Article 14.1 is subject to the relevant director making a declaration of the nature and extent of his interest in accordance with this Article 14 and with sections 177 and 184 to 187 of the Companies Act 2006.

**14.3** The following shall not be treated as an '**interest**':

- (a) an interest of which a director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware;
- (b) an interest of which the other directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest;
- (c) an interest which cannot reasonably be regarded as giving rise to a conflict of interest; and
- (d) an interest if, or to the extent that, that interest contains terms of his service contract which have been, or are to be, considered by a meeting of the directors or a duly appointed committee of the directors.

## **15 DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST**

**15.1** The directors may authorise, to the fullest extent permitted by law, any matter or situation which would (if not so authorised) result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company and which may reasonably be regarded as likely to give rise to a conflict of interests.

**15.2** Any authorisation given by the directors under Article 15.1 may (whether at the time it is given or subsequently):

(a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation authorised; and

(b) be subject to any terms and conditions which the directors consider appropriate;

and the directors may at any time vary or terminate such authorisation (but no variation or termination will affect anything done by the director prior to such variation or termination in accordance with the then terms of the authorisation).

**15.3** A decision to authorise any matter or situation under Article 15.1 may be made either at a meeting of the directors or by unanimous decision of those directors entitled to vote on the matter pursuant to Article 8, but the decision will only be effective if:

(a) the quorum for any meeting at which the matter is considered is met without counting the director in question or any other interested director; and

(b) the matter is agreed to without any interested director voting, or would have been agreed to if any interested directors' votes had not been counted.

**15.4** The provisions of this Article 15 shall not apply to any conflict of interest arising in relation to a transaction or arrangement between a director and the company. Article 14 above shall apply to directors' interests in any such transactions or arrangements.

## **16 MANAGEMENT OF DIRECTORS' CONFLICTS**

**16.1** Where the directors have authorised any matter or situation under Article 15.1, or where a matter is authorised by Article 14, the directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested director:

- (a) is excluded from discussions (whether at directors' meetings or otherwise) related to the matter;
- (b) is not given any documents or other information relating to the matter; or
- (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future directors' meeting in relation to the matter.

**16.2** Where the directors have authorised any matter or situation under Article 15.1, or where a matter falls within Article 14 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts), then an interested director:

- (a) will not be required to disclose to the company, or use for the benefit of the company, any confidential information relating to the matter or situation if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter or situation;
- (b) may absent himself from directors' meetings at which the matter or situation may be discussed; and
- (c) may make such arrangements as he thinks fit not to receive documents and information in relation to the matter or situation, or for such documents and information to be received and read by a professional adviser on behalf of that director.

**16.3** Article 16.2 does not limit any existing law or equitable principle which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required.

**16.4** Where the directors authorise a matter or situation under Article 15.1, or where a matter falls within Article 14, then an interested director:

- (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the matter or situation; and
- (b) will not infringe any duty he owes to the company under sections 171 to 177 of the Companies Act 2006 if he complies with any terms, limits and conditions (if any) imposed by the directors in relation to the authorisation and, where relevant, makes any disclosure required under the Companies Acts.

**16.5** In relation to any matter or situation which has been authorised under Article 15.1, or where a matter involves a transaction or arrangement which falls within Article 14 (subject to a director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with the Companies Acts):

- (a) an interested director will not be accountable to the company for any benefit conferred on him (or persons connected with him) in connection with or which he otherwise derives from that matter or situation;
- (b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Companies Act 2006; and
- (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

## **17 RECORDS OF DECISIONS TO BE KEPT**

- 17.1** The directors must ensure that the company keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the directors, and every decision of a sole director.

## **18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- 18.1** Subject to the Articles and any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), 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**

## **19 METHODS OF APPOINTING DIRECTORS**

- 19.1** No director shall be appointed other than in accordance with:

- (a) the requirements of applicable law and regulation; and
- (b) any arrangements agreed to by the shareholders (to the extent that such arrangements are in place).

- 19.2** Subject to Articles 19.4 and 19.5, the holder of the A Shares from time to time may by notice to the company and each other shareholder:

- (a) nominate such number of persons willing to act (and who are permitted by law to do so) to be a director as represents fifty per cent (50%) of the total number of directors who are entitled to be appointed to the board of directors from time to time; and
- (b) remove from office any director appointed in accordance with Article 19.2(a),

such notice taking effect when it is delivered to the company's registered office or is produced to a directors' meeting.

**19.3** Subject to Articles 19.4 and 19.5, the holder of the B Shares from time to time may by notice to the company and each other shareholder:

(a) appoint such number of persons willing to act (and who are permitted by law to do so) to be a director as represents fifty per cent (50%) of the total number of directors who are entitled to be appointed to the board of directors from time to time; and

(b) remove from office any director appointed in accordance with Article 19.3(a),

such notice taking effect when it is delivered to the company's registered office or is produced to a directors' meeting.

**19.4** Each shareholder shall, prior to nominating any individual for appointment as a director, give the other shareholder a reasonable opportunity to express any concern as to that person's suitability to be a director.

**19.5** The number of directors shall not be less than two (2) and no more than six (6), made up of no more than three (3) directors appointed pursuant to Article 19.2(a) and no more than three (3) directors appointed pursuant to Article 19.3(a).

**19.6** No director shall be removed from office by any shareholder other than the shareholder who nominated him other than in accordance with any arrangements agreed to by the shareholders (to the extent that such arrangements are in place).

**19.7** If a shareholder serves a notice proposing the removal from office of a director nominated by that shareholder, then the other shareholders and the company shall promptly take such steps as may be necessary to effect the removal of the relevant director from office, including (if applicable) by exercising their voting rights in a general meeting.



**19.8** Any shareholder who proposes the removal from office of a director nominated by the relevant shareholder, or whose nominee vacates office as a director under Article 19.7, shall indemnify each other shareholder and the company for, and keep the other shareholders and the company harmless from, any action, claim or proceedings from time to time made against them (whether for compensation for loss of office or wrongful dismissal or otherwise) and all losses (excluding any indirect or consequential loss) suffered, made or incurred by them, in each case which arise out of that director ceasing to hold office.

## **20 TERMINATION OF DIRECTORS' APPOINTMENT**

**20.1** Without prejudice to Article 19, 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 Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (f) that person is removed from office in accordance with Article 19.

## **21 DIRECTORS' REMUNERATION**

**21.1** Directors may undertake any services for the company that the directors decide.

**21.2** Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the company as directors, and
- (b) for any other service which they undertake for the company.

**21.3** 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.

**21.4** Unless the directors decide otherwise, directors' remuneration accrues from day to day.

**21.5** Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

## **22 DIRECTORS' EXPENSES**

**22.1** Subject to any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), the company may pay any reasonable expenses which the directors, alternate directors and the company secretary (if any) 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.

## **23 ALTERNATE DIRECTORS**

**23.1** Any shareholder whose nominee has been appointed as a director in accordance with Article 19 (the “**appointer**”) may appoint as an alternate to such director (the '**appointed director**') any other director, or any other person to:

- (a) exercise the appointed director's powers; and
- (b) carry out the appointed director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the appointed director in any one or more meetings of the directors (and the appointor may, at any time, remove any alternate appointed by him).

**23.2** 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, and that 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 appointed director.

**23.3** An alternate director has the same rights as the appointed director, in relation to any directors' meeting, all meetings of committees of directors of which the appointed director is a member and director's written resolutions.

**23.4** Except where the 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 the appointed director; and
- (d) shall not be deemed to be the agent of or for the appointed director.

**23.5** Subject to the Articles, a person who is an alternate director but not also a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if the appointed director is not participating); and
- (b) may sign or otherwise indicate his agreement to a written resolution (but only if it is not signed or to be signed or otherwise agreed by the appointed director),

and no alternate may be counted as more than one director for such purposes.

**23.6** Subject to the Articles, a director who is also an alternate director has an additional vote on behalf of each appointed director for whom he is an alternate who:

- (a) is not participating in a directors' meeting; and
- (b) would have been entitled to vote if he was participating in it.

**23.7** Except for such part of the appointed director's remuneration as the appointed director may direct by notice in writing to the company be paid to the alternate director, an alternate director is not entitled to receive any remuneration from the company for serving as an alternate director.

**23.8** The appointment of an alternate director terminates:

- (a) when the appointor revokes the appointment under Article 23.2;
- (b) where, in relation to the alternate, any event occurs which, if it occurred in relation to the appointed director, would result in the termination of the appointed director's appointment as a director;
- (c) on the death of the appointed director; or
- (d) when the appointed director's appointment as a director terminates.

## **24 SECRETARY**

**24.1** The directors may determine from time to time whether a person shall hold the office of company secretary and at any time when the company is without a secretary anything required or authorised to be done by or to the secretary may be done by or to a director (or by a person authorised generally or specifically in that behalf by the directors); the appointment of a person, or persons jointly, to office as secretary shall be decided by the directors who may remove any person or persons appointed to that office and may appoint a person or persons to act in the place of any secretary removed from office or may appoint a person or persons to act jointly with any person holding office as secretary.

**PART 3**  
**SHARES AND DISTRIBUTIONS**

**SHARES**

**25 ALL SHARES TO BE FULLY PAID UP AND RIGHTS ATTACHING TO SHARES**

**25.1** 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. This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

**25.2** Subject to any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), the A Shares and the B Shares shall rank *pari passu* in all respects.

**25.3** Neither the A Shares nor the B Shares shall entitle the shareholder or the company to any rights of redemption in respect of the shares.

**26 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

**26.1** Subject to the Articles and any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

**26.2** Subject to any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), 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.

## 27 PRE-EMPTION RIGHTS

**27.1** Sections 561 and 562 of the Companies Act 2006 will not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company.

**27.2** Unless otherwise agreed by special resolution and subject to arrangements agreed to by the shareholders (to the extent that such arrangements are in place), the company must not allot any equity securities unless the company has first offered them to each person holding equity securities of that class on the date of the offer on the same or more favourable terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders of equity securities of that class (as nearly as possible without involving fractions). The offer to each such person:

- (a) must be in writing;
- (b) must be open for acceptance for a period of at least fourteen (14) days beginning the date on which the offer is sent;
- (c) must give details of the number and subscription price of the relevant equity securities offered to him; and
- (d) may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion which he is offered shall, in his acceptance, state the number of excess equity securities ('**Excess Securities**') for which he wishes to subscribe.

**27.3** Any equity securities not accepted by the relevant shareholders pursuant to the offer made to them in accordance with Article 27.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 27.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities will be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 27.2 (as nearly as

possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.

## **28 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

**28.1** Subject to arrangements agreed to by the shareholders (to the extent that such arrangements are in place), and 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.

## **29 SHARE CERTIFICATES**

**29.1** The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

**29.2** 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.

**29.3** No certificate may be issued in respect of shares of more than one class.

**29.4** If more than one person holds a share, only one certificate may be issued in respect of it.



**29.5** Certificates must:

- (a) have affixed to them the company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts.

**30 REPLACEMENT SHARE CERTIFICATES**

**30.1** If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

**30.2** A shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

**31 SHARE TRANSFERS**

**31.1** No transfer of shares shall be registered other than in accordance with:

- (a) the requirements of these Articles; and

(b) any arrangements agreed to by the shareholders (to the extent that such arrangements are in place).

**31.2** Any transfer of shares made in accordance with these Articles (including, without limitation, pursuant to Article 31.1) shall be registered promptly by the directors. The directors shall decline to register any transfer of shares which is not made in accordance with these Articles and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

**31.3** 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.

**31.4** No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

**31.5** The company may retain any instrument of transfer which is registered.

**31.6** The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

## **32 SHARES SUBJECT TO SECURITY INTERESTS**

Notwithstanding anything contained in these Articles:

**32.1** any pre-emption rights conferred on existing members by these Articles or otherwise and any other restrictions on transfer of shares contained in these Articles or otherwise shall not apply to, and

**32.2** the directors shall promptly register any transfer of shares (and shall not decline to register, nor suspend registration of, any transfer of shares) where such transfer is:

- (a) in favour of any bank, financial institution or other person (or any nominee or nominees of such a bank, financial institution or other person) to whom such shares are being transferred by way of security (whether such bank, financial institution or other person is acting as agent, trustee or otherwise); or
- (b) duly executed by any such bank, financial institution or other person (or any such nominee or nominees) to whom such shares (including any further shares in the company acquired by reason of its holding of such shares) are to be transferred as aforesaid pursuant to a power of sale under any security document which creates any security interest over such shares, or
- (c) duly executed by a receiver appointed by a bank, financial institution or other person (or any such nominees or nominees) pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank, financial institution or other person (or any such nominee or nominees) or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of the same;

**32.3** any lien on shares which the company has shall not apply in respect of any shares which have been charged by way of security to a bank, financial institution or other person or a subsidiary of a bank, financial institution or other person or which are transferred in accordance with the provisions of this Article or in accordance with any arrangements agreed to by the shareholders (to the extent that such arrangements are in place); and

**32.4** for the purposes of this Article, “person” includes any an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality).

### **33 TRANSMISSION OF SHARES**

**33.1** If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

**33.2** A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and
- (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had;

provided that the transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

### **34 EXERCISE OF TRANSMITTEES' RIGHTS**

**34.1** Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

**34.2** If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

**34.3** Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

## **35 TRANSMITTEES BOUND BY PRIOR NOTICES**

- 35.1** If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person named as transferee of the shares in an instrument of transfer executed under Article 34.2, has been entered in the register of members.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

## **36 PROCEDURE FOR DECLARING DIVIDENDS**

- 36.1** Subject to any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), the company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 36.2** A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 36.3** No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 36.4** Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 36.5** If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 36.6** The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

- 36.7** If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

## **37 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

- 37.1** Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors may otherwise decide.

- 37.2** In the Articles, the '**distribution recipient**' means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or
- (d) such other person or persons as the holder (or in the case of joint holders, all of them), may direct.

### **38 NO INTEREST ON DISTRIBUTIONS**

**38.1** The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the company.

### **39 UNCLAIMED DISTRIBUTIONS**

**39.1** All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

**39.2** The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

**39.3** If:

- (a) twelve (12) years have passed from the date on which a dividend or other sum became due for payment; and

- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

#### **40 NON-CASH DISTRIBUTIONS**

**40.1** Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

**40.2** For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

#### **41 WAIVER OF DISTRIBUTIONS**

**41.1** Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,



the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## **CAPITALISATION OF PROFITS**

### **42 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

**42.1** Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a '**capitalised sum**') to the persons who would have been entitled to it if it were distributed by way of dividend (the 'persons entitled') and in the same proportions.

**42.2** Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

**42.3** Subject to any arrangements agreed to be the shareholders (to the extent that such arrangements are in place), any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum, which are then allotted credited as fully paid to the persons entitled or as they may direct.

**42.4** A capitalised sum which was appropriated from profits available for distribution may, subject to any arrangements agreed to be the shareholders (to the extent that such arrangements are in place), be applied in paying up new debentures of the company

which are then allotted credited as fully paid to the persons entitled or as they may direct.

**42.5** Subject to the Articles the directors may:

- (a) apply capitalised sums in accordance with Articles 42.3 and 42.4 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) subject to any arrangements agreed to be the shareholders (to the extent that such arrangements are in place), authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

## **PART 4**

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

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

### **43 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

**43.1** 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.

**43.2** 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.

**43.3** 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.

**43.4** 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.

**43.5** Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **44 QUORUM FOR GENERAL MEETINGS**

**44.1** 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.

**44.2** Subject always to Article 44.3, any arrangements agreed to by the shareholders (to the extent that such arrangements are in place) and in addition to the requirements of applicable law and regulation, there shall be no quorum at any general meeting unless each shareholder is present (or represented in person or by proxy).

**44.3** If a quorum is not present within half an hour (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting, or if during a general meeting a quorum ceases to be present, such meeting shall be adjourned in accordance with Article 47. At any reconvened meeting pursuant to Article 47.4 (where this Article 44.3 applies), subject to Article 47.5 and any arrangements agreed to by the shareholders (to the extent that such arrangements are in place), a quorum shall exist if each shareholder is present (or represented in person or by proxy), other than the shareholder whose absence, at the original meeting, gave rise to the need for a reconvened meeting. If at such reconvened meeting, a quorum is

still not present, then this Article 44 shall apply again (with the necessary modifications).

#### **45 CHAIRING GENERAL MEETINGS**

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

**45.2** If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a meeting was due to start:

(a) the directors present; or

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

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

**45.3** The person chairing a meeting in accordance with this Article is referred to as the '**chairman of the meeting**'.

**45.4** The chairman of the meeting shall not have a casting vote on any proposed resolution of the shareholders.

#### **46 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

**46.1** Directors may attend and speak at general meetings, whether or not they are shareholders.

**46.2** The chairman of the meeting may permit other persons who are not:

(a) shareholders of the company; or

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

to attend and speak at a general meeting.

## **47 ADJOURNMENT**

**47.1** If a quorum is not present within half an hour (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting, or if during a general meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

**47.2** 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.

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

**47.4** Where a general meeting is adjourned in accordance with Article 44 and/or this Article 47, such meeting shall be adjourned for at least ten (10) Business Days (as determined by a majority of the directors present and voting at any meeting of the directors convened at the same time as or promptly after the adjourned meeting) and each shareholder shall be notified at least five (5) Business Days in advance of the time, date and place for the reconvened meeting.

**47.5** 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**

### **48 VOTING: GENERAL**

- 48.1** A resolution put to the vote of a general meeting must be decided by way of a poll and not by a show of hands.

### **49 ERRORS AND DISPUTES**

- 49.1** 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.
- 49.2** Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **50 POLL VOTES**

- 50.1** Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **51 CONTENT OF PROXY NOTICES**

- 51.1** Proxies may only validly be appointed by a notice in writing (a '**proxy notice**') which:
- (a) states the name and address of the shareholder appointing the proxy;
  - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

- (d) is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

**51.2** Subject to any instructions in the notice of general meeting to which the proxy notice relates, such proxy notice (and any authentication required by the directors) must be received at the address specified by the company in the notice of meeting or in the proxy notice not less than forty-eight (48) hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote; and any proxy notice received at that address less than forty-eight (48) hours before the time for holding the meeting (or adjourned meeting) shall not be valid (unless accepted as valid under Article 51.3). In calculating the periods mentioned in this Article and subject to anything to the contrary in such notice of general meeting, there shall be taken into account any part of a day that is not a Business Day.

**51.3** A proxy notice which does not comply with the provisions of Article 51.1 or 51.2 may, in their discretion, be accepted as valid by the directors at any time before the meeting to which it relates.

**51.4** The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

**51.5** 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.

**51.6** 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.

## **52 DELIVERY OF PROXY NOTICES**

- 52.1** 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.
- 52.2** 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.
- 52.3** 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.
- 52.4** 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 appointor's behalf.

## **53 AMENDMENTS TO RESOLUTIONS**

- 53.1** 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.
- 53.2** 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.

**53.3** 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**

#### **54 MEANS OF COMMUNICATION TO BE USED**

**54.1** 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 Companies Act 2006 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.

**54.2** 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.

**54.3** 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 forty-eight (48) hours.

**54.4** The company may send or supply documents or information to shareholders by making them available on a website, subject to compliance in each case with the company's notification obligations under paragraph 13 of Schedule 5 of the Companies Act 2006.

**54.5** Any notice, document or other information will be deemed served on or delivered to the intended recipient:

(a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight (48) hours after it was posted;

(b) if addressed either -

(i) to an address outside the United Kingdom; or

(ii) from outside the United Kingdom to an address within the United Kingdom;

five Business Days after posting, provided (in each case) it was sent by reputable international overnight courier addressed to the intended recipient, delivery in at least five (5) Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

(c) if properly addressed and delivered by hand, on the Business Day of delivery or on the first Business Day after the date of delivery if delivered on a day other than a Business Day;

(d) if properly addressed and sent or supplied by electronic means at the time that the email enters the information system of the intended recipients where such time falls on a Business Day (otherwise at 9am on the first Business Day thereafter), it being acknowledged that such email shall not be deemed delivered if an error message indicating failure to deliver is received from all recipients; and

(e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed

to have received) notice of the fact that the material is available on the website.

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

**54.7** The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

## **55 COMPANY SEALS**

**55.1** Any common seal may only be used by the authority of the directors.

**55.2** The directors may decide by what means and in what form any common seal is to be used.

**55.3** 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.

**55.4** For the purposes of this Article, an authorised person is:

- (a) any director of the company; or
- (b) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **56 INDEMNITY**

**56.1** Subject to Article 56.2, a relevant director or relevant secretary of the company may be indemnified out of the company's assets against:

- (a) any liability incurred by that director or secretary 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 or secretary 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 Companies Act 2006);
- (c) any other liability incurred by that director or secretary as an officer of the company or an associated company.

**56.2** 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.

**56.3** In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) a '**relevant director**' means any director or former director of the company or an associated company; and
- (c) a '**relevant secretary**' means any company secretary or former company secretary of the company or an associated company.

## **57 INSURANCE**

**57.1** The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director or relevant secretary in respect of any relevant loss.

**57.2** In this Article:

- (a) a '**relevant director**' means any director or former director of the company or an associated company;
- (b) a '**relevant secretary**' means any company secretary or former company secretary of the company or an associated company;
- (c) a '**relevant loss**' means any loss or liability which has been or may be incurred by a relevant director or a relevant secretary in connection with that director's or secretary'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
- (d) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.