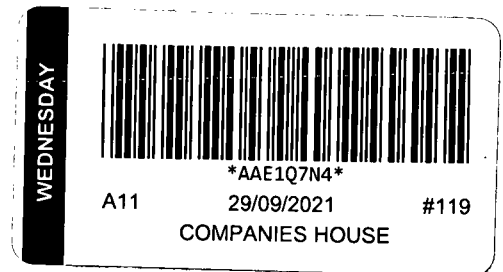


The Companies Act 2006
Public company limited by shares



ARTICLES OF ASSOCIATION

of

GRESHAM HOUSE ENERGY STORAGE HOLDINGS PLC

PART 1, INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms and interpretation

1.1 In the articles, unless the context requires otherwise:

articles	means the company's articles of association;
bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
board	means the board of directors of the company from time to time, or those directors present at a duly convened quorate meeting of the directors;
CA 2006	means the Companies Act 2006;
call	has the meaning given in article 56;
call notice	has the meaning given in article 56;
chair	has the meaning given in article 13;
chair of the meeting	has the meaning given in article 35;
clear days	in relation to a notice, excludes the day the notice is deemed under the articles to be given and the day on which the specified period expires;
company's lien	has the meaning given in article 54;
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 73;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
fully paid	in relation to a share, means that the nominal value and any premium to be paid to

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| | the company in respect of that share have been paid to the company; |
| 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; |
| lien enforcement notice | has the meaning given in article 55; |
| paid | means paid or credited as paid; |
| proxy notice | has the meaning given in article 42; |
| register of members | means the register of members of the company kept pursuant to section 113 of the CA 2006; |
| relevant officer | means any person who is or was at any time a director, alternate director, secretary or other officer (except an auditor) of the company or of any undertaking in the same group as the company; |
| shares | means shares in the company; |
| Secured Institution | has the meaning given in article 88.1.2(a); |
| transmittee | means a person entitled to a share by reason of the death or bankruptcy of a member 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. |
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- 1.2 The relevant model articles (within the meaning of section 20 of the CA 2006) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these articles which are not defined herein but are defined in CA 2006 bear the same meaning as in the CA 2006 as in force on the date when the articles become binding on the company.
- 1.4 Subject to article 1.3 and except where the contrary is stated or the context otherwise requires, any reference in the articles to legislation includes any order, regulation, instrument or other subordinate legislation made and for the time being in force under that legislation or which amends such legislation, and any reference to legislation, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

2 Liability of members

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

3 Directors' general authority

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

4 Power to change the company's name

Subject to the provisions of the CA 2006, the directors may, by resolution of the board, change the name of the company.

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:

6.1.1 to such person or committee;

6.1.2 by such means (including by power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions,

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.

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.

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 A member of a committee need not be a director.

DECISION-MAKING BY DIRECTORS

8 Directors to take decisions collectively

Decisions of the directors may be taken:

- 8.1 at a directors' meeting; or
- 8.2 in the form of a directors' written resolution.

9 Calling a directors' meeting

- 9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary to give such notice.
 - 9.2 Notice of any directors' meeting must indicate:
 - 9.2.1 its proposed date and time;
 - 9.2.2 where it is to take place; and
 - 9.2.3 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.
 - 9.3 Notice may be given to a director personally or by word of mouth, or given in hard copy form or in electronic form to them at such address as they may from time to time specify for this purpose (or if they do not specify an address, at their last known address).
 - 9.4 Directors absent or intending to be absent from the United Kingdom may request that notices of board meetings during their absence be sent in hard copy form or by electronic form to an address given to the company for that purpose. Such notices need not be sent any earlier than notices sent to directors not so absent. If no request is made, it is unnecessary to give notice of a board meeting to a director who is for the time being absent from the United Kingdom.
 - 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 either before or up to seven 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.
- ## **10 Participation in directors' meetings**
- 10.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - 10.1.1 the meeting has been called and takes place in accordance with the articles; and

10.1.2 they can each communicate to the others (directly or through the medium of conference telephone, video teleconference or similar form of communication equipment) 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. All directors participating in accordance with article 10.1 shall be counted for quorum purposes.

10.3 If all the directors participating in a meeting are not in the same place, it shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the board meeting participates.

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 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

12 Meetings where total number of directors less than quorum

12.1 This article applies where the total number of directors for the time being is less than the quorum for directors' meetings.

12.2 If there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so.

12.3 If there is more than one director but the quorum is two or more:

12.3.1 a directors' meeting may take place, if it is called in accordance with the articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so; and

12.3.2 if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so.

12.4 An additional director appointed in this way only holds office until the end of the next annual general meeting of the company unless they are reappointed during that meeting.

13 Chairing of directors' meetings

13.1 The directors may appoint a director to chair their meetings and one or more deputy chair and may at any time revoke any such appointment. The person so appointed for the time being is known as the chair.

13.2 The chair, or failing them, the deputy chair (the longest in office taking precedence, if more than one is present) shall, if present and willing, preside at all directors' meetings.

13.3 The directors may terminate the chair's appointment at any time.

13.4 If no director has been appointed chair, or the chair is unwilling to chair the meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 Voting at directors' meetings

- 14.1 A decision is taken at a directors' meeting by a majority of the votes of the participating directors.
- 14.2 Each director participating in a directors' meeting has one vote.

15 Casting vote

- 15.1 If the numbers of votes for and against a proposal are equal, the chair or other director chairing the meeting shall have a casting vote.
- 15.2 Article 15.1 does not apply if, under the articles, the chair or other director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

16 Conflicts of interest

- 16.1 The directors may authorise any matter that would otherwise involve a director breaching their duty under section 175 of the CA 2006 to avoid conflicts of interest.
- 16.2 Any such authorisation shall only be effective if:
 - 16.2.1 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
 - 16.2.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
- 16.3 Where the directors give authority in relation to a conflict pursuant to article 16.1:
 - 16.3.1 they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned and any other director with a similar interest as they may determine, including, without limitation, the exclusion of that director and any other director with a similar interest from the receipt of information, or participation in decision-making or discussion (whether at meetings of the directors or otherwise) related to the conflict;
 - 16.3.2 the director concerned and any other director with a similar interest will be obliged to conduct themselves in accordance with any terms imposed from time to time by the directors in relation to the conflict, but will not be in breach of their duties as a director by reason of them doing so;
 - 16.3.3 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
 - 16.3.4 the directors may vary or withdraw such authority at any time.
- 16.4 No director shall be required to disclose to the company, or use in relation to the company's affairs, any information which they obtain or has obtained otherwise than as a director of the company if doing so would result in a breach of a duty or an obligation of confidence owed by them to a third party, provided that where the director's relationship with the third party gives rise to a conflict of interest or possible conflict of interest, this

article shall only apply if that relationship has been authorised by the board pursuant to article 16.1.

16.5 A director shall not be in breach of their duties as a director by reason only of them excluding themselves from the receipt of information, or from participation in decision-making or discussion (whether at board meetings or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 16.1; or

16.6 The provisions of article 16.5 are without prejudice to any equitable principle or rule of law which may excuse the director from:

16.6.1 disclosing information, in circumstances where disclosure would otherwise be required under these articles; and/or

16.6.2 receiving information, or from participating in decision-making or discussion (whether at board meetings or otherwise), in circumstances where receipt of such information or participation in such decision-making or discussion would otherwise be required under these articles.

17 Declaration of directors' interests

17.1 A director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the company, shall in accordance with section 177 of the CA 2006 declare the nature and extent of that interest to the other directors before the company enters into the transaction or arrangement.

17.2 A director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the company, shall in accordance with section 182 of the CA 2006 declare the nature and extent of the interest to the other directors as soon as is reasonably practicable, unless the interest has already been declared under article 17.1.

17.3 Any declaration required by article 17.1 may (but need not) be made:

17.3.1 at a meeting of the directors; or

17.3.2 by notice in writing in accordance with section 184 of the CA 2006 or by general notice in accordance with section 185 of the CA 2006.

17.4 Any declaration required by article 17.2 must be made by one of the methods specified in articles 17.3.1 and 17.3.2.

17.5 If a declaration made under article 17.1 or 17.2 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

17.6 A director need not declare an interest pursuant to this article if the circumstances referred to in sections 177(5), 177(6), 182(5) and/or 182(6) of the CA 2006 apply.

17.7 Subject to the provisions of the CA 2006 and provided that they have disclosed to the directors the nature and extent of their interest in accordance with articles 17.1 or 17.2 (or no such disclosure is required by virtue of article 17.6), a director may, notwithstanding their office:

17.7.1 be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is directly or indirectly interested;

- 17.7.2 act by themselves or their firm in a professional capacity for the company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director; and
- 17.7.3 be a director or other officer of, or employed by, or a party to, a transaction or arrangement with, or otherwise interested in, any body corporate.
- 17.8 No director shall by reason of their office be accountable to the company for any remuneration or other benefit which they derive from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking:
 - 17.8.1 the acceptance, entry into or existence of which has been approved by the board pursuant to article 16.1 (subject, in any such case, to any limits or conditions to which such approval was subject); or
 - 17.8.2 which they are permitted to hold or enter into by virtue of article 17.7,
 - and the receipt of such remuneration or benefit by the director shall not constitute a breach of the duty under section 176 of the CA 2006.

17.9 Directors' power to vote on contracts in which they are interested

Except as otherwise provided by these articles, a director shall not vote at a meeting of the board or a committee of the board on any resolution of the board concerning a matter in which they have an interest (other than by virtue of their interests in shares or debentures or other securities of, or otherwise in or through, the company) which can reasonably be regarded as likely to give rise to a conflict with the interests of the company, unless their interest arises only because the resolution concerns one or more of the following matters:

- 17.9.1 the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by them or any other person at the request of or for the benefit of, the company or any of its subsidiary undertakings;
- 17.9.2 the giving of a guarantee, security or indemnity in respect of a debt or obligation of the company or any of its subsidiary undertakings for which the director has assumed responsibility (in whole or part and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security;
- 17.9.3 a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the company or any of its subsidiary undertakings for subscription or purchase, in which offer they are or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which they are to participate;
- 17.9.4 a contract, arrangement, transaction or proposal concerning any other body corporate in which they or any person connected with them is interested, directly or indirectly, and whether as an officer, shareholder, creditor or otherwise, if they and any persons connected with them do not to their knowledge hold an interest (as that term is used in sections 820 to 825 of the CA 2006) representing one per cent or more of either any class of the equity share capital (excluding any shares of that class held as treasury shares) of such body corporate (or any other body corporate through which their interest is derived) or of the voting rights available to members of the relevant body corporate (any such interest being deemed for the purpose of this article to be likely to give rise to a conflict with the interests of the company in all circumstances);

- 17.9.5 a contract, arrangement, transaction or proposal for the benefit of employees of the company or of any of its subsidiary undertakings which does not award them any privilege or benefit not generally accorded to the employees to whom the arrangement relates; and
- 17.9.6 a contract, arrangement, transaction or proposal concerning any insurance which the company is empowered to purchase or maintain for, or for the benefit of, any directors of the company or for persons who include directors of the company.
- 17.10 Subject to the CA 2006, the company may by special resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these articles prohibiting a director from voting at a meeting of the board or of a committee of the board.
- 17.11 Where proposals are under consideration concerning the appointment (including without limitation fixing or varying the terms of appointment) of two or more directors to offices or employments with the company or any body corporate in which the company is interested, the proposals may be divided and considered in relation to each director separately. In such cases each of the directors concerned shall be entitled to vote in respect of each resolution except that concerning their own appointment.
- 17.12 If a question arises at a meeting of the board or of a committee of the board as to the entitlement of a director to vote, the question may, before the conclusion of the meeting, be referred to the chair or other director chairing the meeting and their ruling in relation to any director other than themselves shall be final and conclusive. If any such question arises in respect of the chair or other director chairing the meeting, it shall be decided by resolution of the board (on which the chair or other director chairing the meeting shall not vote) and such resolution will be final and conclusive except in a case where the nature and extent of the interests of the chair or other director chairing the meeting have not been fairly disclosed.
- 17.13 For the purposes of this article, in relation to an alternate director, an interest of their appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

18 Proposing directors' written resolutions

- 18.1 Any director may propose a directors' written resolution.
- 18.2 The company secretary must propose a directors' written resolution if a director so requests.
- 18.3 A directors' written resolution is proposed by giving notice of the proposed resolution to the directors.
- 18.4 Notice of a proposed directors' written resolution must indicate:
 - 18.4.1 the proposed resolution; and
 - 18.4.2 the time by which it is proposed that the directors should adopt it.
- 18.5 Notice of a proposed directors' written resolution must be given in writing to each director.
- 18.6 Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

19 Adopting of directors' written resolutions

- 19.1 A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, provided that those directors would have formed a quorum at such meeting.
- 19.2 It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted.
- 19.3 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

20 Records of decisions to be kept

The directors must ensure that the company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every decision taken by the directors.

21 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

22 Methods of appointing directors

- 22.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
 - 22.1.1 by ordinary resolution; or
 - 22.1.2 by a decision of the directors.
- 22.2 A director appointed by the directors pursuant to article 22.1.2 or articles 12.2 or 12.3 may hold office only until the dissolution of the next annual general meeting after their appointment unless they are reappointed during that meeting. They are not required to retire by rotation at the meeting, and are not taken into account in determining the number of directors who are required to retire by rotation at the meeting.
- 22.3 No person (other than a director being reappointed pursuant to article 22.2 or retiring in accordance with these articles) shall be appointed or re-appointed a director at any general meeting unless:
 - 22.3.1 they are recommended by the board; or
 - 22.3.2 not less than 14 nor more than 42 days before the date appointed for the meeting there has been given to the company, by a member (other than the person to be proposed) entitled to vote at the meeting, notice of their intention to propose a resolution for the election of that person not less than 14 nor more than 42 days before the date appointed for the meeting there has been, stating the particulars which would, if they were so elected, be required to be included in the company's register of directors and a notice executed by that person of their willingness to be elected.

23 Separate resolutions for appointment of each director

Every resolution at a general meeting for the appointment of a director shall relate to one named person and a single resolution for the election of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

24 Removal of directors

- 24.1 The company may by special resolution, or by ordinary resolution of which special notice has been given in accordance with the CA 2006, remove any director before their period of office has expired notwithstanding anything in these articles or in any agreement between them and the company.
- 24.2 A director may also be removed from office by giving them notice to that effect signed by or on behalf of all the other directors (or their alternates).
- 24.3 Any removal of a director under this article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between them and the company.

25 Termination of director's appointment

- 25.1 A person ceases to be a director as soon as:
 - 25.1.1 that person ceases to be a director by virtue of any provision of the Companies Acts, is removed from office pursuant to the articles or is prohibited from being a director by law;
 - 25.1.2 without the permission of the other directors, they are absent from directors' meetings for six consecutive months (whether or not an alternate appointed by them attends) and the other directors resolve that their office is vacated;
 - 25.1.3 a bankruptcy order is made against them or they make any arrangement or composition with their creditors generally in satisfaction of their debts;
 - 25.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 25.1.5 notification is received by the company from the director that they are resigning from office as director, and such resignation has taken effect in accordance with its terms; or
 - 25.1.6 they are otherwise duly removed.
- 25.2 A resolution of the board declaring a director to have vacated office under the terms of this article is conclusive as to the fact and grounds of vacation stated in the resolution.
- 25.3 If the office of director is vacated for any reason, they shall cease to be a member of any committee of the board.

26 Directors' expenses

The company may pay any reasonable expenses which the directors (and the alternate directors and the company secretary) properly incur in connection with their attendance at:

- 26.1 meetings of directors or committees of directors;
- 26.2 general meetings; or
- 26.3 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.

ALTERNATE DIRECTORS

27 Appointment and removal of alternate directors

- 27.1 Any director (the **appointor**) may appoint as an alternate any other director, or (with the approval of the directors) any other person, to:
 - 27.1.1 exercise that director's powers; and
 - 27.1.2 carry out that director's responsibilities,
in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 27.2 Any appointment or removal of an alternate must be effected by a notice in writing to the company signed by their appointor which identifies the proposed alternate, or in any other manner approved by the directors.
- 27.3 The notice must:
 - 27.3.1 identify the proposed alternate; and
 - 27.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

28 Rights and responsibilities of alternate directors

- 28.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 28.2 Except as the articles specify otherwise, alternate directors:
 - 28.2.1 are deemed for all purposes to be directors;
 - 28.2.2 are liable for their own acts and omissions;
 - 28.2.3 are subject to the same restrictions as their appointors; and
 - 28.2.4 are not deemed to be agents of or for their appointors,
and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which their appointor is a member.
- 28.3 Every person acting as an alternate director shall have one vote for each director for whom they act as alternate (provided that the relevant appointor(s) are eligible directors in

relation to that decision), in addition to their own vote if they are also a director, but they shall count as only one for the purpose of determining whether a quorum is present.

28.4 A person who is an alternate director but not a director:

28.4.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

28.4.2 may participate in a unanimous decision of the directors (but only if their appointor is an eligible director in relation to that decision, but does not participate); and

28.4.3 shall not be counted as more than one director for the purposes of the articles.

28.5 A director who is also an alternate director is entitled, in the absence of their appointor, to a separate vote on behalf of their appointor, in addition to their own vote on any decision of the directors (provided that their appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

28.6 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director.

29 Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

29.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

29.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

29.3 on the death of the alternate's appointor; or

29.4 when the alternate's appointor's appointment as a director terminates or the alternate is removed from office under the articles.

PART 3, DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

30 Members can call general meeting if not enough directors

30.1 The board shall convene and the company shall hold annual general meetings in accordance with the CA 2006.

30.2 Subject to the CA 2006, the board may convene a general meeting other than an annual general meeting whenever and at such times and places as it shall determine. A general meeting may also be convened in accordance with article 12.

30.3 If:

30.3.1 the company has fewer than two directors; and

30.3.2 the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so,

then one or more members may call a general meeting (or instruct the company secretary to do so) for the purpose of appointing one or more directors.

30.4 A general meeting shall also be convened by the board on the requisition of members under the CA 2006 or, in default, may be convened by such requisitionists, as provided by the CA 2006.

30.5 The board shall comply with the CA 2006 regarding the giving and the circulation, on the requisition of members, of notices of resolutions and of statements with respect to matters relating to any resolution to be proposed or business to be dealt with at any general meeting of the company.

31 Length and form of notice for general meetings

31.1 All general meetings (including annual general meetings) shall be called by not less than 14 clear days' notice or by not less than such minimum notice period as is permitted by the CA 2006.

31.2 The notice (including any notice given by means of a website) shall specify the place, date and time of the meeting, whether the meeting will be an annual general meeting and the general nature of the business to be transacted. If the notice is made available by means of a website, it must be available until the conclusion of the meeting.

31.3 In the case of an annual general meeting, the notice shall specify the meeting as such. In the case of a meeting to pass a special resolution, the notice shall specify the intention to propose the resolution as a special resolution.

31.4 Notice of every general meeting shall be given to all members other than any who, under these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the company, and also to the auditors (or, if more than one, each of them) and to each director.

32 Omission or non-receipt of notice

32.1 The accidental omission to give notice of a general meeting to or to send, supply or make available any document or information relating to the meeting to, or the non-receipt of any such notice, document or information by, any person entitled to receive any such notice, document or information, shall not invalidate the proceedings of that meeting.

33 Attendance and speaking at general meetings

33.1 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.

33.2 A person is able to exercise the right to vote at a general meeting when:

33.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

33.2.2 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.

- 33.3 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.
- 33.4 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.
- 33.5 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.

34 Quorum for general meetings

No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

35 Chairing general meetings

- 35.1 If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.
- 35.2 If the directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
 - 35.2.1 the directors present; or
 - 35.2.2 (if no directors are present), the meeting,
 - must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- 35.3 The person chairing a meeting in accordance with this article is referred to as 'the chair of the meeting'.
- 35.4 Without prejudice to any other power which they may have under these articles or law, the chair of the meeting may take such action as they think fit to promote the orderly conduct of the business of the meeting and the chair's decision on matters of procedure or arising incidentally from the business of the meeting shall be final, as shall be their determination as to whether any matter is of such a nature.

36 Attendance and speaking by directors and non-members

- 36.1 Directors may attend and speak at general meetings, whether or not they are members.
- 36.2 The chair of the meeting may permit other persons who are not:
 - 36.2.1 members; or
 - 36.2.2 otherwise entitled to exercise the rights of members in relation to general meetings,
 - to attend and speak at a general meeting.

37 Adjournment

- 37.1 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, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chair of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.

37.2 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn a general meeting.

37.3 In addition, the chair of the meeting may at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) if in their opinion:

37.3.1 it is likely to be impracticable to hold or continue that meeting because of the number of members wishing to attend who are not present; or

37.3.2 the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly continuation of the business of the meeting; or

37.3.3 an adjournment is otherwise necessary in order to ensure that the business of the meeting is conducted in an orderly manner.

37.4 When adjourning a general meeting, the chair of the meeting must:

37.4.1 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; and

37.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

37.5 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:

37.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and

37.5.2 containing the same information which such notice is required to contain.

37.6 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

38 Voting: general

38.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

38.2 Unless a poll is demanded (and the demand is not withdrawn), a declaration by the chair of the meeting that a resolution has been carried, or carried unanimously, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

39 Errors and disputes

- 39.1 No objection may be raised to the qualification of any person voting at a general meeting or to the counting of, or failure to count, a vote, except at the meeting or adjourned meeting at which the vote objected to is tendered or at which the alleged error occurs, and every vote not disallowed at the meeting is valid.
- 39.2 Any such objection must be referred to the chair of the meeting and shall only invalidate the decision of the meeting on any resolution if, in the opinion of the chair, it is of sufficient magnitude to affect the decision of the meeting. The decision of the chair of the meeting on such matters is final and binding on all concerned.

40 Demanding a poll

- 40.1 A poll on a resolution may be demanded:
- 40.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 40.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 40.2 A poll may be demanded by:
- 40.2.1 the chair of the meeting;
 - 40.2.2 the directors;
 - 40.2.3 five or more persons having the right to vote on the resolution;
 - 40.2.4 a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the company held as treasury shares); or
 - 40.2.5 a member or members holding shares conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than ten per cent of the total sum paid up on all the shares conferring that right (excluding shares in the company conferring a right to vote on the resolution which are held as treasury shares).
- 40.3 For the purposes of article 40.2.3, a demand by a proxy counts as a demand by the member. For the purposes of article 40.2.4, a demand by a proxy counts as a demand by a member representing the voting rights that the proxy is authorised to exercise. For the purpose of article 40.2.5, a demand by a proxy counts as a demand by a member holding the shares to which those rights are attached.
- 40.4 The appointment of a proxy to vote on a matter authorises the proxy to demand, or join in demanding, a poll on that matter.
- 40.5 A demand for a poll may be withdrawn if:
- 40.5.1 the poll has not yet been taken; and
 - 40.5.2 the chair of the meeting consents to the withdrawal.
- 40.6 A demand withdrawn in accordance with article 40.5 shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

41 Procedure on a poll

- 41.1 Subject to the articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.
- 41.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
- 41.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 41.4 A poll demanded on the election of the chair of the meeting or on any question of adjournment shall be taken at the meeting and without adjournment. A poll demanded on another question shall be taken at such time, date and place as the chair decides, either at once or after an interval or adjournment (but not more than 30 clear days after the date of the demand).
- 41.5 A demand for a poll (other than on the election of the chair of the meeting) does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- 41.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 41.7 In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

42 Content of proxy notice

- 42.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
 - 42.1.1 states the name and address of the member appointing the proxy;
 - 42.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 42.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 42.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).
- 42.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 42.3 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, but the company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.

42.4 Unless a proxy notice indicates otherwise, it must be treated as:

42.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

42.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

43 Delivery of proxy notices

43.1 Any notice of a general meeting must specify the address or addresses (the **proxy notification address**) at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

43.2 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.

43.3 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:

43.3.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or

43.3.2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution,

the proxy is entitled to one vote for and one vote against the resolution.

43.4 Subject to articles 43.5 and 43.6, a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates.

43.5 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll (excluding any part of a day that is not a working day).

43.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered:

43.6.1 in accordance with article 43.4; or

43.6.2 at the meeting at which the poll was demanded to the chair, secretary or any director.

43.7 An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address.

43.8 A notice revoking a proxy appointment only takes effect if it is delivered before:

43.8.1 the start of the meeting or adjourned meeting to which it relates; or

43.8.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

43.9 If a proxy notice is not signed 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.

44 Amendments to resolutions

44.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

44.1.1 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 chair of the meeting may determine); and

44.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

44.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

44.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

44.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

RESTRICTIONS ON MEMBERS' RIGHTS

45 No voting of shares on which money owed to company

No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the company in respect of that share have been paid.

APPLICATION OF RULES TO CLASS MEETINGS

46 Class meetings

The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares.

PART 4, SHARES AND DISTRIBUTIONS

SHARES

47 Powers to issue different classes of share

- 47.1 Subject to the CA 2006, these articles and to the rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the company may by ordinary resolution decide or, if no such resolution is in effect or so far as the resolution does not make specific provision, as the board may decide.
- 47.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

48 Payment of commissions on subscription for shares

- 48.1 The company may pay any person a commission in consideration for that person:
- 48.1.1 subscribing, or agreeing to subscribe, for shares; or
 - 48.1.2 procuring, or agreeing to procure, subscription for shares.
- 48.2 Any such commission may be paid:
- 48.2.1 in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other; and
 - 48.2.2 in respect of a conditional or an absolute subscription.

49 Company not bound by less than absolute interests

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

SHARE CERTIFICATES

50 Certificates to be issued except in certain cases

- 50.1 A person whose name is entered in the register as the holder of any shares shall (unless the conditions of issue otherwise provide) be entitled to receive one certificate for each class of those shares and, if they transfer part of the shares represented by a certificate in their name, to receive a new certificate for the balance of those shares.
- 50.2 Article 50.1 does not apply to shares in respect of which the Companies Acts permit the company not to issue a certificate.
- 50.3 Except as otherwise specified in the articles, all certificates must be issued free of charge.
- 50.4 No certificate may be issued in respect of shares or more than one class.
- 50.5 If more than one person holds a share, only one certificate may be issued in respect of it.

51 Contents and execution of share certificates

51.1 Every certificate must specify:

51.1.1 in respect of how many shares, of what class, it is issued;

51.1.2 the nominal value of those shares;

51.1.3 the amount paid up on them; and

51.1.4 any distinguishing numbers assigned to them.

51.2 Certificates must:

51.2.1 have affixed to them the company's common seal or an official seal which is a facsimile of the company's common seal with the addition on its face of the word 'securities' (a **securities seal**); or

51.2.2 be otherwise executed in accordance with the Companies Acts.

51.3 The directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate, or that certificates need not be signed.

52 Consolidated share certificates

52.1 When a member's holding of shares of a particular class increases, the company may issue that member with:

52.1.1 a single, consolidated certificate in respect of all the shares of a particular class which that members holds; or

52.1.2 a separate certificate in respect of only those shares by which that member's holding has increased.

52.2 When a member's holding of shares of a particular class is reduced, the company must ensure that the member is issued with one or more certificates in respect of the number of shares held by the member after that reduction. But the company need not (in the absence of a request from the member) issue any new certificate if:

52.2.1 all the shares which the member no longer holds as a result of the reduction; and

52.2.2 none of the shares which the member retains following the reduction,
were, immediately before the reduction, represented by the same certificate.

52.3 A member may request the company, in writing, to replace:

52.3.1 the member's separate certificates with a consolidated certificate; or

52.3.2 the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify.

52.4 When the company complies with such a request it may charge such reasonable fee as the directors may decide for doing so.

- 52.5 A consolidated certificate must not be issued unless any certificates which it is to replace have first been returned to the company for cancellation.

53 Replacement share certificates

- 53.1 If a certificate issued in respect of a member's shares is:

53.1.1 damaged or defaced; or

53.1.2 said to be lost, stolen or destroyed,

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

- 53.2 A member exercising the right to be issued with such a replacement certificate:

53.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

53.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and

53.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

54 Company's lien over partly paid shares

- 54.1 The company has a lien (the **company's lien**) over every share which is partly paid for any part of:

54.1.1 that share's nominal value; and

54.1.2 any premium at which it was issued,

which has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

- 54.2 The company's lien over a share:

54.2.1 takes priority over any third party's interest in that share; and

54.2.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.

- 54.3 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

55 Enforcement of the company's lien

- 55.1 Subject to the provisions of this article, if:

55.1.1 a lien enforcement notice has been given in respect of a share; and

55.1.2 the person to whom the notice was given has failed to comply with it,

the company may sell that share in such manner as the directors decide.

55.2 A lien enforcement notice:

55.2.1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

55.2.2 must specify the share concerned;

55.2.3 must require payment of the sum within 14 clear days of the notice;

55.2.4 must be addressed either to the holder of the share or to a transmittee of that holder; and

55.2.5 must state the company's intention to sell the share if the notice is not complied with.

55.3 Where shares are sold under this article:

55.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser; and

55.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

55.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

55.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and

55.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable (whether immediately or at some time in the future) after the date of the lien enforcement notice.

55.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:

55.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

55.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

56 Call notices

56.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a **call notice**) to a member requiring the member to pay the company a

specified sum of money (a **call**) which is payable in respect of their shares at the date when the directors decide to send the call notice.

56.2 A call notice:

56.2.1 may not require a member to pay a call which exceeds the total sum unpaid on the shares (whether as to nominal value or any amount payable to the company by way of premium);

56.2.2 must state when and how any call to which it relates is to be paid; and

56.2.3 may permit or require the call to be made in instalments.

56.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 clear days have passed since the notice was sent.

56.4 Before the company has received any call due under a call notice the directors may:

56.4.1 revoke it wholly or in part; or

56.4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the member in respect of whose shares the call is made.

57 Liability to pay calls

57.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

57.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

57.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notice sent to the holders of those shares may require them:

57.3.1 to pay calls which are not the same; or

57.3.2 to pay calls at different times.

58 When call notice need not be issued

58.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share:

58.1.1 on allotment;

58.1.2 on the occurrence of a particular event; or

58.1.3 on a date fixed by or in accordance with the terms of issue.

58.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

59 Failure to comply with call notice: automatic consequences

59.1 If a person is liable to pay a call and fails to do so by the call payment date:

59.1.1 the directors may issue a notice of intended forfeiture to that person; and

59.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.

59.2 For the purposes of this article:

59.2.1 the **call payment date** is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case it is that later date; and

59.2.2 the **relevant rate** is:

- (a) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum.

59.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

59.4 The directors may waive any obligation to pay interest on a call wholly or in part.

60 Notice of intended forfeiture

A notice of intended forfeiture:

60.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

60.2 must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder;

60.3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice;

60.4 must state how the payment is to be made; and

60.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

61 Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

62 Effect of forfeiture

62.1 Subject to the articles, the forfeiture of a share extinguishes:

62.1.1 all interests in that share, and all claims and demands against the company in respect of it; and

62.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.

62.2 Any share which is forfeited in accordance with the articles:

62.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;

62.2.2 is deemed to be the property of the company; and

62.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.

62.3 If a person's shares have been forfeited:

62.3.1 the company must send that person notice that forfeiture has occurred and record it in the register of members;

62.3.2 that person ceases to be a member in respect of those shares;

62.3.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;

62.3.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and

62.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

62.4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit.

63 Procedure following forfeiture

63.1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

63.2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:

63.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

63.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

- 63.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 63.4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which:
- 63.4.1 was, or would have become, payable; and
 - 63.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,
- but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.

64 Surrender of shares

- 64.1 A member may surrender any share:
- 64.1.1 in respect of which the directors may issue a notice of intended forfeiture;
 - 64.1.2 which the directors may forfeit; or
 - 64.1.3 which has been forfeited.
- 64.2 The directors may accept the surrender of any such share.
- 64.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 64.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

TRANSFER AND TRANSMISSION OF SHARES

65 Transfers of shares

- 65.1 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 and, if the shares are not fully paid, the transferee.
- 65.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 65.3 The company may retain any instrument of transfer which is registered.
- 65.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 65.5 The directors, in their absolute discretion, may refuse to register the transfer of a share if:
- 65.5.1 the share is not fully paid;
 - 65.5.2 the transfer is not lodged at the company's registered office or such other place as the directors have appointed;

65.5.3 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence at the directors may reasonably require to show the transferor's rights to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;

65.5.4 the transfer is in respect of more than one class of shares; or

65.5.5 the transfer is in favour of more than four transferees.

65.6 If the directors refuse to register the transfer, they shall within two months after the date on which the transfer was lodged send the transferee the notice of refusal together with their reasons for refusal and, unless they suspect that the proposed transfer may be fraudulent, the instrument of transfer.

66 Transmission of shares

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

66.2 Nothing in these articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

67 Transmittees' rights

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

67.1.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

67.1.2 subject to the articles, and pending any transfer of the shares to another person, has the right to receive and give a good discharge for any dividends or other moneys payable in respect of the shares and, subject to article 67.2, has the same rights as the holder had.

67.2 But transmittees do not have the right to attend or vote at a general meeting 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.

67.3 The board may at any time give notice requiring any transmittee to elect either to be registered themselves or to transfer the share and, if after 90 days the notice has not been complied with, the board may withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

68 Exercise of transmittees' rights

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

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

68.3 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.

69 Transmittees bound by prior notices

If a notice is given to a member 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 member before the transmittee's name has been entered in the register of members.

CONSOLIDATION OF SHARES

70 Procedure for disposing of fractions of shares

70.1 This article applies where:

70.1.1 there has been a consolidation or division of shares; and

70.1.2 as a result, members are entitled to fractions of shares.

70.2 The directors may on behalf of the members deal with fractions as they think fit and in particular may:

70.2.1 sell shares representing fractions to any person (including, subject to the CA 2006, the company) and distribute the net proceeds of sale in due proportion among the holders of the shares (except that any proceeds in respect of any holding less than a sum fixed by the board may be retained for the benefit of the company); and

70.2.2 subject to the CA 2006, allot or issue to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up their holding of shares to a number which, following consolidation or division, leaves a whole number of shares (such allotment or issue being deemed to have been effected immediately before consolidation or division, as the case may be).

70.3 To give effect to a sale pursuant to article 70.2.1, the board may arrange for the shares representing the fractions to be entered in the register of members as certificated shares. The board may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.

70.4 The person to whom the shares are transferred pursuant to article 70.2.1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

70.5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

70.6 If shares are allotted or issued pursuant to article 70.2.2, the amount required to pay up those shares may be capitalised as the board thinks fit out of amounts standing to the credit of reserves (including share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the board capitalising part of the reserves has the same effect as if the capitalisation had been declared by ordinary resolution of the company pursuant to article 79. In relation to the capitalisation the board may exercise all the powers conferred on it by article 79 without an ordinary resolution of the company.

DIVIDENDS AND OTHER DISTRIBUTIONS

71 Procedure for declaring dividends

- 71.1 The company may by ordinary resolution declare dividends, provided that the directors have made a recommendation as to its amount and the dividend declared does not exceed the amount recommended by the directors.
- 71.2 The directors may declare and pay interim dividends (including a dividend payable at a fixed rate) as appear to them to be justified by the profits of the company available for distribution.
- 71.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 71.4 Unless the members' 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 member's holding of shares on the date of the resolution or decision to declare or pay it.
- 71.5 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 arrears.
- 71.6 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.
- 71.7 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.

72 Calculation of dividends

- 72.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:
 - 72.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
 - 72.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 72.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 72.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

73 Payment of dividends and other distributions

- 73.1 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:
 - 73.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

- 73.1.2 sending a cheque, warrant or money order 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;
 - 73.1.3 sending a cheque, warrant or money order 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
 - 73.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors may decide.
- 73.2 Dividends may be declared or paid in any currency and by such means as the directors may decide. The directors may agree with any distribution recipient that dividends which may at any time or from time to time be declared or become due on their shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the company or any other person to bear the costs involved.
- 73.3 In the articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:
- 73.3.1 the holder of the share; or
 - 73.3.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - 73.3.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.
 - 73.3.4 Every cheque, warrant or money order is sent, and payment in any other way is made, at the risk of the distribution recipient and the company will not be responsible for any sum lost or delayed when it has been sent or transmitted in accordance with these articles. Clearance of a cheque, warrant or money order, or transmission of funds through a bank or building society or through the relevant system or by such other means as is permitted by these articles, shall be a good discharge to the company.
 - 73.3.5 The board may withhold payment of a dividend (or part of a dividend) payable to a person entitled by transmission to a share until they have provided such evidence of their right as the board may reasonably require.

74 Deductions from distributions in respect of sums owed to the company

- 74.1 If:
- 74.1.1 a share is subject to the company's lien; and
 - 74.1.2 the directors are entitled to issue a lien enforcement notice in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

74.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

74.3 The company must notify the distribution recipient in writing of:

74.3.1 the fact and amount of any such deduction;

74.3.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

74.3.3 how the money deducted has been applied.

75 No interest on distributions

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

75.1.1 the terms on which the share was issued; or

75.1.2 the provisions of another agreement between the holder of that share and the company.

76 Unclaimed distributions

76.1 All dividends or other sums which are:

76.1.1 payable in respect of shares; and

76.1.2 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.

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

76.3 If:

76.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

76.3.2 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.

77 Non-cash distributions

77.1 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).

77.2 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:

- 77.2.1 fixing the value for distribution of the specific assets (or any part of them);
- 77.2.2 paying cash to any distribution recipient on the basis of that value in order to secure equality of distribution; and
- 77.2.3 issuing fractional certificates (or ignoring fractions); and
- 77.2.4 vesting any of the specific assets in trustees on trust for the persons entitled to the divided as the board may think fit.

78 Waiver of distributions

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:

- 78.1 the share has more than one holder; or
 - 78.2 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

79 Authority to capitalise and appropriation of capitalised sums

- 79.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
 - 79.1.1 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
 - 79.1.2 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 and in the same proportions.
- 79.2 Capitalised sums must be applied:
 - 79.2.1 on behalf of the persons entitled pursuant to article 79.1.2; and
 - 79.2.2 in the same proportions as a dividend would have been distributed to them.
- 79.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled pursuant to article 79.1.2 or as they may direct.
- 79.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
 - 79.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled pursuant to article 79.1.2; or

79.4.2 in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled pursuant to article 79.1.2 or as they may direct.

79.5 Subject to the articles the directors may:

79.5.1 apply capitalised sums in accordance with articles 79.3 and 79.4 partly in one way and partly in another;

79.5.2 make such arrangements as they think fit to resolve any difficulty arising in relation to any capitalised sum and in particular where shares or debentures become distributable in fractions the directors may deal with the fractions as they think fit, including the issuing of fractional certificates, disregarding fractions or selling shares or debentures representing fractions to a person for the best price reasonably obtainable and distributing the net proceeds of sale in due proportion amongst the members (except that if the amount due to a member is less than £5, or such other sum as the board may decide, the sum may be retained for the benefit of the company); and

79.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled pursuant to article 79.1.2 which is binding on them in respect of:

- (a) the allotment of shares and debentures to them under this article; and
- (b) the payment by the company on behalf of the members (by the application of their respective proportions of the capitalised sums) of the amounts or part of the amounts remaining unpaid on their existing shares.

PART 5, ADMINISTRATIVE ARRANGEMENTS

80 Means of communication to be used

80.1 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 CA 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.

80.2 Except insofar as the CA 2006 requires otherwise, the company shall not be obliged to accept any notice, document or other information sent or supplied to the company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.

80.3 In the case of joint holders of a share, except insofar as the articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders.

80.4 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including

anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.

- 80.5 A member whose registered address is not within the United Kingdom and who notifies the company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to them shall be entitled to have such things served on or delivered to them at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 80.6 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.
- 80.7 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.

81 Deemed delivery of documents and information

Any document or information sent or supplied by the company shall be deemed to have been received by the intended recipient:

- 81.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 81.2 where (without prejudice to article 81.4) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 81.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;
- 81.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by The Chartered Governance Institute (formerly known as ICSA: The Governance Institute) shall be conclusive evidence that it was sent;

- 81.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

82 Failure to notify contact details

82.1 If:

82.1.1 the company sends two consecutive documents to a member over a period of at least 12 months; and

82.1.2 each of those documents is returned undelivered, or the company receives notification that it has not been delivered,

that member ceases to be entitled to receive notices from the company.

- 82.2 A member who has ceased to be entitled to receive notices from the company becomes entitled to receive such notices again by sending the company:

82.2.1 a new address to be recorded in the register of members; or

82.2.2 if the member has agreed that the company should use a means of communication other than sending things to such an address, the information that the company needs to use that means of communication effectively.

83 Destruction of documents

83.1 The company is entitled to destroy:

83.1.1 all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six years after the date of registration;

83.1.2 all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded;

83.1.3 all share certificates which have been cancelled from one year after the date of the cancellation;

83.1.4 all paid dividend warrants and cheques from one year after the date of actual payment; and

83.1.5 all proxy notices from one year after the end of the meeting to which the proxy notice relates.

- 83.2 If the company destroys a document in good faith, in accordance with the articles, and without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the company that:

83.2.1 entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made;

83.2.2 any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;

83.2.3 any share certificate so destroyed was a valid and effective certificate duly and properly cancelled; and

83.2.4 any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the company.

83.3 This article does not impose on the company any liability which it would not otherwise have if it destroys any document before the time at which this article permits it to do so.

83.4 In this article, references to the destruction of any document include a reference to its being disposed of in any manner.

84 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.

85 Company secretary

Subject to the Companies Acts, the directors must appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the directors. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

DIRECTORS' INDEMNITY AND INSURANCE

86 Indemnity

86.1 Subject to article 86.2 (but without prejudice to any indemnity to which a relevant officer is otherwise entitled):

86.1.1 a relevant officer may be indemnified out of the company's assets against:

- (a) any cost, charge, loss and/or liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;
- (b) any cost, charge, loss and/or liability incurred by that officer in connection with the activities of the company, or an associated company, in its capacity as a trustee of an occupational pension scheme;
- (c) any other cost, charge, loss and/or liability incurred by that officer as an officer of the company or an associated company; and

86.1.2 without prejudice to the foregoing, the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the company or any associated company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

86.1.3 Where at any meeting of the board or a committee of the board any arrangement falling within article 86.1.2 is to be considered, a director shall be entitled to vote

and be counted in the quorum at such meeting, unless the terms of such arrangement confers upon such director a benefit not generally available to any other director, in which event they shall not be entitled to vote or be counted in the quorum.

- 86.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

87 Insurance

- 87.1 To the extent permitted by the CA 2006, the directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.
- 87.2 In this article, a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any undertaking in the same group as the company or any pension fund or employees' share scheme of the company or of any undertaking in the same group as the company.

SECURED INSTITUTIONS

88 Secured Institutions

- 88.1 Notwithstanding anything contained in these articles or otherwise:
- 88.1.1 any pre-emption rights conferred on existing members or any other person by these articles or otherwise and any other restrictions on or conditions applicable to the transfer of shares contained in these articles shall not apply to; and
- 88.1.2 the directors shall not refuse to register, nor suspend the registration of,
- any transfer of shares where such transfer is:
- (a) to a bank, lender, fund, financial institution or other person to which or to whom such shares are charged by way of security (whether as lender, agent, trustee or otherwise) (a "**Secured Institution**"), or to any nominee of such a Secured Institution pursuant to any such security;
 - (b) executed by a Secured Institution or its nominee, pursuant to the power of sale or other power under any such security;
 - (c) executed by a receiver or manager appointed by a Secured Institution pursuant to any such security; and/or
 - (d) delivered to the Company for registration by a Secured Institution or its nominee or by a receiver or manager appointed by a Secured Institution pursuant to such security.
- 88.2 Any present or future lien on shares howsoever arising which the Company has shall not apply in respect of any shares which have been charged by way of security to, or otherwise secured in favour of a Secured Institution or which are transferred in accordance with the provisions of this article.
- 88.3 A certificate executed by a Secured Institution to which or to whom such security interest has been or is being granted, certifying that the aforementioned shares are subject to such security shall be conclusive evidence of such a fact.

- 88.4 A certificate executed by a Secured Institution or its nominee or by a receiver or manager appointed by a Secured Institution, certifying that the aforesaid transfer has been executed in accordance with the provisions of this article, shall be conclusive evidence of such fact.
- 88.5 For the purposes of this article, "person" includes any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking (within the meaning of section 1161(1) of the CA 2006) or other association (whether or not having separate legal personality) or any two or more of the foregoing.