

Company No. SC100764

The Companies Act 2006

Private Company Limited by Shares

**NEW
ARTICLES OF ASSOCIATION**

adopted by special resolution passed on 11 October 2022

of

Stagecoach Group Limited



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Stagecoach Group Limited (the "Company")

Preliminary

1. Default Articles not to apply

No regulations or model articles contained in any statute or subordinate legislation including, without prejudice to such generality, the regulations contained in the Companies (Model Articles) Regulations 2008, shall apply as the articles of association of the Company.

Part 1

Interpretation and Limitation of Liability

2. Defined terms

2.1. In the Articles, unless the context requires otherwise:

"A Director" means a Director nominated as such by a shareholder, or shareholders, holding in aggregate a majority of the nominal value of the shares, or an Alternate to such Director;

"Alternate" or **"Alternate Director"** has the meaning given in Article 31;

"appointor" has the meaning given in Article 31;

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

"Associated Company" has the same meaning as in Section 256 of the Companies Act 2006;

"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;

"B Director" means any Director who is not an A Director, or an Alternate to such Director;

"capitalised sum" has the meaning given in Article 52.1.2

"Chair" has the meaning given in Article 14;

"Chair of the Meeting" has the meaning given in Article 55;

"Companies Acts" means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;

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

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

"electronic form" has the meaning given in Section 1168 of the Companies Act 2006;

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

"hard copy form" has the meaning given in Section 1168 of the Companies Act 2006;

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

"ordinary resolution" has the meaning given in Section 282 of the Companies Act 2006;

"paid" means paid or credited as paid;

"participate", in relation to a Directors' meeting, has the meaning given in Article 12;

"payee" has the meaning given in Article 47;

"persons entitled" has the meaning given in Article 52.1.2

"proxy notice" has the meaning given in Article 61;

"Relevant Company" has the meaning given in Article 21.5

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

"Secretary" means any person appointed to perform the duties of the secretary of the Company (including any deputy or assistant secretary) in accordance with Article 32;

"Secured Institution" has the meaning given in Article 41.1.2.1

"shareholder" means a person who is the holder of a share;

"shares" means shares in the Company;

"special resolution" has the meaning given in Section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in Section 1159 of the Companies Act 2006;

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

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise and "written" shall be construed accordingly.

2.2. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

2.3. The provisions of these Articles relating to general meetings, and to the proceedings at such meetings, shall apply to any separate meetings of any class of shareholders.

3. Liability of shareholders

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

Part 2

Directors

Directors' Powers and Responsibilities

4. Number of Directors

4.1. Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than two nor more than fifteen.

4.2. There shall be at least one A Director.

4.3. There shall be at least one B Director.

5. Directors' general authority

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

6. Shareholders' reserve power

- 6.1.** The shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 6.2.** No alteration of the Articles, nor such special resolution invalidates anything which the Directors have done before the passing of the resolution or the alteration to the Articles.

7. Directors may delegate

- 7.1.** Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - 7.1.1.** to such person (who need not be a Director) or committee (comprising any number of persons, who need not be Directors);
 - 7.1.2.** by such means (including by power of attorney);
 - 7.1.3.** to such an extent;
 - 7.1.4.** in relation to such matters or territories; and
 - 7.1.5.** on such terms and conditions,

as they think fit.
- 7.2** If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 7.3** Any reference in these Articles to the exercise of a power or discretion by the Directors shall include a reference to the exercise of a power or discretion by any person or committee to whom it has been delegated.
- 7.4** The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

8. Committees

The Directors may make regulations in relation to the procedures of committees or subcommittees to whom their powers or discretions have been delegated or sub-delegated. Subject to any such regulations, the meetings and procedures of any committee or subcommittee shall be governed by the provisions of these Articles regulating the meetings and procedures of Directors so far as they are applicable.

Decision-Making by Directors

9. Directors to take decisions collectively

9.1. Decisions of the Directors may be taken by either:

- 9.1.1.** a decision at a Directors' meeting supported by at least: (a) one A Director, (b) one B Director and (c) the majority of those Directors participating in the decision-making; or
- 9.1.2.** a decision taken by Directors' written resolution in accordance with Article 10.

10. Directors' written resolutions

10.1. A written resolution is proposed by giving written notice of the proposed resolution to the Directors. Any Director may propose a written resolution or may request the Secretary (if any) to give such notice.

10.2. Subject to Article 10.3, a Directors' written resolution is adopted when all the Directors who would have been entitled to vote on such resolution if it had been proposed at a meeting of the Directors have:

- 10.2.1.** signed one or more copies of it;
- 10.2.2.** otherwise indicated their agreement to it in writing.

10.3. A Directors' written resolution is not adopted if:

- 10.3.1.** the number of Directors who have signed it is less than the quorum for Directors' meetings; and/or
- 10.3.2.** no A Director has signed it; and/or
- 10.3.3.** no B Director has signed it.

11. Calling a Directors' meeting

11.1. Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors or by requesting the Secretary (if any) to give such notice.

11.2. Notice of any Directors' meeting must indicate:

- 11.2.1.** *its proposed date and time;*
- 11.2.2.** *where it is to take place; and*
- 11.2.3.** *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.*

- 11.3.** Notice of a Directors' meeting must be given to each Director who is entitled to receive notice, but need not be in writing.
- 11.4.** Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. Participation in Directors' meetings

- 12.1.** Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 12.1.1.** the meeting has been called and takes place in accordance with the Articles; and
 - 12.1.2.** they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2.** In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is, or how the Directors communicate with each other.
- 12.3.** If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13. Quorum for Directors' meetings

- 13.1.** At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2.** The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but the quorum must never be less than one A Director and one B Director, and unless otherwise fixed it is at least one A Director and at least one B Director.
- 13.3.** If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 13.3.1.** to appoint further Directors, or
 - 13.3.2.** to call a general meeting so as to enable the shareholder or shareholders to appoint further Directors to make up a quorum.

14. Chairing of Directors' meetings

- 14.1.** The Directors may appoint a Director to chair their meetings.
- 14.2.** The person so appointed for the time being is known as the "Chair".

14.3. The Directors may terminate the Chair's appointment at any time.

14.4. If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors may appoint one of their number to chair it.

15. Voting at Directors' meetings

15.1. Subject to the Articles, each Director participating in a Directors' meeting has one vote.

15.2. If the Directors are not able to take a decision at a Directors' meeting due to the requirements of article 9 not being met, the Directors shall continue to be authorised to manage the business of the Company in a manner consistent with authorisations previously given, or annual budgets previously approved (and in each case not revoked) by a decision of the Directors taken in accordance with Article 9 and the Directors shall seek to resolve the matter in accordance with Article 16.

16. Casting vote and resolution of disagreement

16.1. Neither the Chair nor the Chair of the Meeting shall have a casting vote.

16.2. In the event that the requirements for the taking of a decision by the Directors are not met, whether through:

16.2.1. equal votes being cast for and against a resolution, or

16.2.2. either no A director or no B director supporting the resolution, or

16.2.3. the resolution otherwise failing the requirements of these Articles,

then the decision shall be deemed not to have been taken and the A and B Directors shall discuss in good faith how to resolve any outstanding issues with a view to reaching the requirements for approval.

16.3. The Chair, at his discretion, may adjourn a meeting at which a decision is deemed not to have been taken under Article 16.2 in order for representatives of the shareholder or shareholders holding in aggregate a majority of the nominal value of the shares to meet with a representative of the B Directors to attempt to resolve any disagreement.

16.4. Within not more than 14 days, the Chair shall reconvene a meeting adjourned in accordance with Article 16.3 and shall resubmit the resolution for decision by the Directors. In the event that the Directors remain unable to reach agreement in accordance with Article 9 then the Chairman shall immediately notify the holder of the majority of the Company's shares and request its direction by Special Resolution in accordance with Article 6.

17. Record of decisions to be kept

The Directors must ensure that the Company keeps a record, in writing, of every majority or unanimous decision taken by the Directors and of every Directors' written resolution for at least 10 years from the date of the decision or resolution.

18. 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.

19. Change of name

The Company may change its name by a decision of the Directors.

Directors' interests

20. Authorisation of Directors' interests

20.1. The Directors may in accordance with the requirements set out in this Article authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under section 175 of the Companies Act 2006 to avoid a situation in which the Director (referred to as the "Interested Director" in this Article 20) has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

20.2. Authorisation of a matter under this Article 20 shall be effective only if:

20.2.1. the matter in question shall have been proposed for consideration in the same way that any other matter may be proposed for consideration under these Articles or in such other manner as the Directors may determine;

20.2.2. any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting any Interested Director; and

20.2.3. the matter was agreed to without the Interested Directors voting or would *have been agreed to if the votes of the Interested Directors had not been counted.*

20.3. If all of the A Directors or all of the B Directors are Interested Directors then the matter may be authorised under this Article 20 by the remaining Directors, notwithstanding the provisions of Article 13.2 and Article 9

20.4. Any authorisation of a matter under this Article 20 may:

20.4.1. extend to any actual or potential conflict of interest which may arise out of the matter so authorised;

20.4.2. be subject to such conditions or limitations as the Directors may resolve (and subject always to their right to vary such conditions or limitations), whether at the time such authorisation is given or subsequently; and

20.4.3. be terminated by the Directors at any time;

and a Director shall comply with any obligations imposed on the Director by the Directors pursuant to any such authorisation.

20.5. A Director shall not, save as otherwise agreed by the Director, be accountable to the Company for any benefit which he (or a person connected with the Director) derives from any matter authorised by the Directors under this Article 20 and any contract, transaction or arrangement relating to such a matter shall not be liable to be avoided on the grounds of any such benefit.

21. Permitted Interests

21.1. Subject to compliance with Article 21.2, a Director, notwithstanding the Director's office, may have an interest of the following kind:

21.1.1. where a Director (or a person connected with the Director) is a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company;

21.1.2. where a Director (or a person connected with the Director) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Relevant Company, or in which the Company is otherwise interested;

21.1.3. where a Director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

21.1.4. where a Director has an interest, or a transaction or arrangement gives rise to an interest, of which the Director has no knowledge, and of which it is unreasonable to expect him to have knowledge; or

21.1.5. where a Director has any other interest authorised by ordinary resolution.

No authorisation under Article 20 shall be necessary in respect of any such interest.

21.2. A Director shall declare the nature and extent of any interest permitted under Article 21.1 and not falling within Article 21.3, at a meeting of the Directors or in such other manner as the Directors may resolve.

21.3. No declaration of an interest shall be required by a Director in relation to an interest:

21.3.1. falling within Article 21.1.1, 21.1.3 or 21.1.4;

21.3.2. if, or to the extent that, the other Directors are already aware of such interest (and for this purpose, the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

21.3.3. if, or to the extent that, it concerns the terms of the Director's service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

21.4. A Director shall not, save as otherwise agreed by the Director, be accountable to the Company for any benefit which the Director (or a person connected with the Director) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Relevant Company or for such remuneration, each as referred to in Article 21.1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

21.5. For the purposes of this Article 21, "**Relevant Company**" shall mean:

21.5.1. the Company;

21.5.2. a subsidiary of the Company;

21.5.3. any holding company of the Company or a subsidiary of any such holding company;

21.5.4. any body corporate promoted by the Company; or

21.5.5. any body corporate in which the Company is otherwise interested.

22. Quorum and voting

22.1. A Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which the Director (or a person connected with the Director) has an interest, unless the interest is solely of a kind permitted by Article 21.1.

22.2. A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which the Director is not entitled to vote.

23. Confidential information

23.1. Subject to Article 23.2, if a Director, otherwise than by virtue of the Director's position as a Director, receives information in respect of which the Director owes a duty of confidentiality to a person other than the Company, the Director shall not be required:

23.1.1. to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company; or

23.1.2. otherwise use or apply such confidential information for the purpose of, or in connection with, the performance of the Director's duties as a Director.

23.2. Where such duty of confidentiality arises out of a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 23.1 shall apply only if the conflict arises out of a matter which has been authorised under Article 20 or falls within Article 21.

23.3. This Article 23 is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 23.

24. Directors' interests – general

24.1. For the purposes of Articles 20 to 24:

24.1.1. a person is connected with a Director if that person is connected for the purposes of Section 252 of the Companies Act 2006; and

24.1.2. *an interest (whether of the Director or of such a connected person) of which a Director has no knowledge, and of which it is unreasonable to expect the Director to have knowledge, shall not be treated as an interest of that Director.*

24.2. Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors, take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of, or in connection with, the situation or matter in question, including without limitation:

24.2.1. absenting himself or herself from any meetings of the Directors at which the relevant situation or matter falls to be considered; and

24.2.2. not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for the Director to have access to such documents or information.

24.3. The Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles 20 to 24.

Appointment of Directors

25. Methods of appointing Directors

25.1. 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:

25.1.1. by ordinary resolution;

25.1.2. by a decision of the Directors; or

25.1.3. by a notice given in accordance with Article 27.

25.2. In any case where, as a result of death, the Company has no shareholders and no Directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a Director.

25.3. For the purposes of Article 25.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

26. Termination of Director's appointment

26.1. A person ceases to be a Director as soon as:

26.1.1. that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

26.1.2. a bankruptcy order is made against that person;

26.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;

26.1.4. notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;

26.1.5. that person is absent from all meetings of Directors held during a continuous period of six months or more without permission and the Directors have resolved that that person should cease to be a Director;

26.1.6. notice of the Director's removal is given in accordance with Article 27; or

26.1.7. notice of termination is served or deemed served upon the Director and that notice is given by all the other Directors for the time being.

26.2. If a Director holds an appointment to an executive office which automatically terminates on termination of the Director's office as a Director, the Director's removal from office pursuant to this Article 26 or Article 27 shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between the Director and the Company.

27. Appointment and removal of Director by majority shareholders

27.1. A shareholder or shareholders holding in aggregate a majority in nominal value of the issued shares in the Company may:

27.1.1. appoint any person who is willing to act, as is permitted by law to do so, to be a Director either to fill a vacancy or to be an additional Director; and/or

27.1.2. terminate any Director's appointment.

27.2. Any such appointment or termination shall be effected by a notice in writing signed by, or on behalf of, the shareholder or shareholders concerned and delivered to the registered office of the Company or delivered at a meeting of the Directors or a general meeting of the Company.

28. Directors' remuneration

28.1. Directors may undertake any services for the Company that the Directors decide.

28.2. Directors are entitled to such remuneration as the Directors determine:

28.2.1. for their services to the Company as Directors; and

28.2.2. for any other service which they undertake for the Company.

28.3. Subject to the Articles, a Director's remuneration may:

28.3.1. take any form; and

28.3.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

28.4. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

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

29. Directors' expenses

29.1. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

29.1.1. meetings of Directors or committees of Directors;

29.1.2. general meetings; or

29.1.3. 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.

30. Appointment of Chair and executive Directors

- 30.1.** The Directors may from time to time appoint one or more of their number to be the Chair, or the holder of any executive office, on such terms and for such period as they may (subject to the Companies Acts) resolve and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment.
- 30.2.** If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.
- 30.3.** The appointment of any Director to the office of Chair shall automatically terminate if the Director ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between the Director and the Company.
- 30.4.** The appointment of any Director to any executive office shall not automatically terminate if the Director ceases to be a Director for any reason, unless the contract or resolution under which the Director holds office shall expressly state otherwise, in which event such termination shall be without prejudice to any claim for damages for breach of any contract of service between the Director and the Company.

Alternate Directors

31. Alternate Directors

- 31.1.** Any Director (the “**appointor**”) may at any time appoint any other director or any other person approved by resolution of the Directors to be the Director's alternate (the “**Alternate**” or the “**Alternate Director**”) to:
- 31.1.1.** exercise that Director's power, and
- 31.1.2.** carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors in the absence of the appointor and may at any time terminate such appointment.
- 31.2.** The appointment or termination of appointment of an Alternate Director must be made by notice in writing signed by the appointor, or in any other manner approved by the Directors.
- 31.3.** The notice must identify the proposed Alternate and, in the case of an appointment, contain a statement signed by the proposed Alternate stating that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.
- 31.4.** The appointment of an Alternate Director shall terminate:
- 31.4.1.** when the appointor revokes the appointment by notice to the Company specifying when it is to terminate;

- 31.4.2.** on the occurrence in relation to the Alternate of any event which if it happened to the Alternate's appointor, would result in the termination of the appointor's appointment as a Director;
- 31.4.3.** on the death of the Alternate's appointor;
- 31.4.4.** if the Alternate's appointor ceases to be a Director for any reason; or
- 31.4.5.** when a shareholder or shareholders holding a majority in nominal value of the issued shares in the Company gives notice to remove that person from his position as an Alternate Director, such notice to be in writing signed by, or on behalf of, the shareholder or shareholders concerned and delivered to the registered office of the Company or delivered at a meeting of the directors or a general meeting of the Company
- 31.5.** An Alternate Director shall in the absence of and instead of the Alternate's appointor have the same rights as the Alternate's appointor in relation to any Directors' meeting, any meeting of a committee of which the Alternate's appointor is a member, or any written resolution and for the purposes of the proceedings at such meetings, or the passing of written resolutions the provisions of these Articles shall apply as if the Alternate Director (instead of the Alternate's appointor) were a Director.
- 31.6.** If an Alternate is also a Director or shall attend any such meeting as an Alternate for more than one Director, the Alternate's voting rights shall be cumulative but the Alternate shall not be counted more than once for the purposes of the quorum.
- 31.7.** An Alternate Director shall not (except as otherwise provided in this Article 31) have power to act as a Director, nor shall the Alternate Director be deemed to be a Director for the purposes of these Articles, nor shall the Alternate Director be deemed to be the agent of the Alternate Director's appointor.
- 31.8.** An Alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent as if the Alternate Director were a Director.
- 31.9.** An Alternate shall not be entitled to receive remuneration from the Company in respect of the Alternate's appointment as Alternate Director except to the extent the Alternate's appointor directs by notice in writing made to the Company to pay to the Alternate some of the remuneration otherwise payable to that Director.

Secretary

32. Secretary

If the Directors so resolve, a Secretary shall be appointed on such terms as the Directors think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between the Secretary and the Company.

Part 3

Shares and Distributions

Shares

33. All shares to be fully paid up

33.1. No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

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

34. Powers to issue different classes of share

34.1. Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue further classes of shares with such rights or restrictions as may be determined by ordinary resolution.

34.2. 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.

34.3. In the event that rights and restrictions attaching to shares are determined by ordinary resolution or by the Directors pursuant to this Article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Companies Act 2006 in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the Articles.

35. Exclusion of pre-emption rights

Sections 561 and 562 of the Companies Act 2006, in relation to all allotments by the Company of equity securities, are hereby excluded.

36. Payment of commissions on subscription for shares

36.1. The Company may pay any person a commission in consideration for that person:

36.1.1. subscribing, or agreeing to subscribe, for shares, or

36.1.2. procuring, or agreeing to procure, subscriptions for shares.

36.2. Any such commission may be paid:

36.2.1. in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other, and

36.2.2. in respect of a conditional or an absolute subscription.

37. 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.

38. Share certificates

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

38.2. Every certificate must specify:

38.2.1. the number and class of shares to which it relates;

38.2.2. the nominal value of those shares;

38.2.3. that the shares are fully paid; and

38.2.4. any distinguishing numbers assigned to them.

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

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

38.5. Certificates must:

38.5.1. have affixed to them the Company's common seal; or

38.5.2. be otherwise executed in accordance with the Companies Acts.

39. Replacement share certificates

39.1. If a certificate issued in respect of a shareholder's shares is—

39.1.1. damaged or defaced, or

39.1.2. said to be lost, stolen or destroyed,

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

39.2. A shareholder exercising the right to be issued with such a replacement certificate—

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

39.2.2. must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

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

40. Share transfers

- 40.1.** Shares may be transferred by means of an instrument of transfer executed by or on behalf of the transferor. Such instrument of transfer must be in hard copy form but may otherwise be in any usual form or any other form approved by the Directors.
- 40.2.** No fee may be charged for registering any instrument of transfer or other *document relating to or affecting the title to any share.*
- 40.3.** The Company may retain any instrument of transfer which is registered.
- 40.4.** The transferor remains the holder of the shares concerned until the transferee's name is entered in the register of members in respect of those shares.
- 40.5.** Otherwise than as set out in Article 41 the Directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of the refusal unless they suspect that the proposed transfer may be fraudulent.

41. Transfer to a Secured Institution

- 41.1.** Notwithstanding anything contained in the Articles or otherwise:

- 41.1.1.** 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 or otherwise shall not apply to; and
- 41.1.2.** the Directors shall not refuse to register, nor suspend registration of, any transfer of shares where such transfer is:
 - 41.1.2.1.** 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;
 - 41.1.2.2.** executed by a Secured Institution or its nominee, pursuant to a power of sale or other power under any security document;
 - 41.1.2.3.** executed by a receiver or manager appointed by a Secured Institution pursuant to any security document; and/or
 - 41.1.2.4.** delivered to the Company for registration by a Secured Institution or its nominee or by a receiver or manager appointed by a Secured Institution.
- 41.2.** 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.

- 41.3.** A certificate executed by the Secured Institution to which or 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.
- 41.4.** A certificate executed by the Secured Institution or its nominee or by a receiver or manager appointed by the 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.
- 41.5.** 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 Companies Act 2006) or other association (whether or not having separate legal personality) or any two or more of the foregoing.

42. Transmission of shares

- 42.1.** If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 42.2.** A transmittee who produces such evidence of entitlement to shares as the Directors may reasonably require:
- 42.2.1.** may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
- 42.2.2.** subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 42.3.** A transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which it is entitled, by reason of the holder's death or bankruptcy or otherwise, unless it becomes the holder of those shares.

43. Exercise of transmittees' rights

- 43.1.** A transmittee who wishes to become the holder of shares to which it has become entitled must notify the Company in writing of that wish.
- 43.2.** If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 43.3.** Any transfer made or executed under this Article 43 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.

44. Transmittees bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

45. Purchase of own shares

Without prejudice to any power of the Company to purchase its own shares under Part 18 of the Companies Act 2006, the Company may purchase its own shares out of capital otherwise than in accordance with Chapter 5 Part 18 of the Companies Act 2006, as provided for and subject to section 692(1ZA) of the Companies Act 2006.

Dividends and Other Distributions

46. Procedure for declaring dividends

46.1. The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

46.2. A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

46.3. No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

46.4. Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

46.5. 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.

46.6. 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.

46.7. 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 a fixed or interim dividend on shares with deferred or non-preferred rights.

47. Payment of dividends and other distributions

47.1. 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:

47.1.1. transfer to a bank or building society account specified by the payee either in writing or as the Directors may otherwise decide;

- 47.1.2.** sending a cheque made payable to the payee by post to the payee at the payee's registered address (if the payee is a holder of the share), or (in any other case) to an address specified by the payee either in writing or as the Directors may otherwise decide;
 - 47.1.3.** sending a cheque made payable to such person by post to such person at such address as the payee has specified either in writing or as the Directors may otherwise decide; or
 - 47.1.4.** any other means of payment as the Directors agree with the payee either in writing or by such other means as the Directors decide.
- 47.2.** Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other sum payable on or in respect of a share may be paid in such currency as the Directors may resolve, using such exchange rate for currency conversions as the Directors may select.
- 47.3.** In the Articles, the **"payee"** means, in respect of a share in respect of which a dividend or other sum is payable:
- 47.3.1.** the holder of the share; or
 - 47.3.2.** if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - 47.3.3.** if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or
 - 47.3.4.** such other person or persons as the holder (or, in the case of joint holders, all of them) may direct.

48. No interest on distributions

- 48.1.** The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- 48.1.1.** the terms on which the share was issued; or
 - 48.1.2.** the provisions of another agreement between the holder of that share and the Company.

49. Unclaimed distributions

- 49.1.** All dividends or other sums which are:
- 49.1.1.** payable in respect of shares; and
 - 49.1.2.** 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.

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

49.3. If:

49.3.1. twelve years have passed from the date on which a dividend or other sum became due for payment; and

49.3.2. the payee has not claimed it,

the payee shall no longer be entitled to that dividend or other sum (unless the Directors decide otherwise) and it shall cease to remain owing by the Company and the Company shall not be obliged to account to, or be liable in any respect to the recipient or person who would have been entitled to the amount.

50. Non-cash distributions

50.1. 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 or *make a dividend or other distribution payable in respect of a share in whole or in part* by transferring non-cash assets, or by procuring the receipt by shareholders of non-cash assets (including, without limitation, shares or other securities in any company), and the Directors shall give effect to such resolution.

50.2. For the purposes of paying or making a non-cash distribution, the Directors may make such arrangements as they think fit, including, where any difficulty arises regarding the distribution:

50.2.1. fixing the value for distribution purposes of any assets;

50.2.2. paying cash to any payee on the basis of that value in order to secure equality of distribution; and

50.2.3. vesting any assets in trustees,

but without being required to make such arrangements.

51. Waiver of distributions

51.1. Payees may waive their entitlement to a dividend or other distribution payable in respect of a share in whole or in part by giving the Company notice in writing to that effect, but if:

51.1.1. the share has more than one holder; or

51.1.2. 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

52. Authority to capitalise and appropriation of capitalised sums

52.1. Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

52.1.1. 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 any of the Company's reserves, or funds including but not limited to the Company's share premium account, capital redemption reserve, merger reserve, or revaluation or other undistributable reserve; and

52.1.2. 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 (the "**persons entitled**") and in the same proportions.

52.2. Capitalised sums must be applied:

52.2.1. on behalf of the persons entitled; and

52.2.2. in the same proportions as a dividend would have been distributed to them.

52.3. 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 or as they may direct.

52.4. A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

52.5. Subject to the Articles the Directors may:

- 52.5.1.** apply capitalised sums in accordance with Articles 52.3 and 52.4 partly in one way and partly in another;
- 52.5.2.** make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article 52 (including to disregard fractional entitlements or for the benefit of them to accrue to the Company); and
- 52.5.3.** authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 52.

Part 4

Decision-Making by Shareholders

Organisation of General Meetings

53. Attendance and speaking at general meetings

- 53.1.** 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.
- 53.2.** A person is able to exercise the right to vote at a general meeting when:
 - 53.2.1.** that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 53.2.2.** 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.
- 53.3.** 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.
- 53.4.** In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 53.5.** 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.

54. 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.

55. Chairing general meetings

55.1. If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.

55.2. 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:

55.2.1. the Directors present; or

55.2.2. (if no Directors are present), the meeting,

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

55.3. The person chairing a meeting in accordance with this Article 55 is referred to as the **"Chair of the Meeting"**.

56. Attendance and speaking by Directors and non-shareholders

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

56.2. The Directors or the Chair of the Meeting may permit other persons who are not:

56.2.1. shareholders of the Company; or

56.2.2. otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and, at the Chair of the Meeting's absolute discretion, speak at a general meeting.

57. Adjournment

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

57.2. The Chair of the Meeting may adjourn a general meeting at which a quorum is present if:

57.2.1. the meeting consents to an adjournment; or

57.2.2. the Chair of the Meeting considers that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

57.3. The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.

57.4. When adjourning a general meeting, the Chair of the Meeting must 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.

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

57.5.1. to the same persons to whom notice of the Company's general meetings is required to be given; and

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

57.6. 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

58. Voting: general

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.

59. Errors and disputes

59.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

59.2. Any such objection must be referred to the Chair of the Meeting, whose decision is final.

60. Poll votes

60.1. A poll on a resolution may be demanded:

60.1.1. in advance of the general meeting where it is to be put to the vote; or

60.1.2. 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.

60.2. A poll may be demanded by:

60.2.1. the Chair of the Meeting;

60.2.2. the Directors;

60.2.3. two or more persons having the right to vote on the resolution; or

60.2.4. a person or persons representing not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution.

60.3. A demand for a poll may be withdrawn if:

60.3.1. the poll has not yet been taken; and

60.3.2. the Chair of the Meeting consents to the withdrawal.

60.4. Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

61. Content of proxy notices

61.1. Proxies may only validly be appointed by a notice in writing (a **"proxy notice"**) which:

61.1.1. states the name and address of the shareholder appointing the proxy;

61.1.2. identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

61.1.3. is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and

61.1.4. is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

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

61.3. 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.

61.4. Unless a proxy notice indicates otherwise, it must be treated as—

61.4.1. 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

61.4.2. 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.

62. Delivery of proxy notices

62.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

- 62.2.** An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 62.3.** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 62.4.** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

63. Amendments to resolutions

- 63.1.** An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 63.1.1.** 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
 - 63.1.2.** the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
- 63.2.** A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 63.2.1.** the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 63.2.2.** the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 63.3.** If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair of the Meeting's error does not invalidate the vote on that resolution.

Part 5

Administrative Arrangements

64. Means of communication to be used

- 64.1.** Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

64.2. Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, which is:

64.2.1. sent by hand and properly addressed shall be deemed to have been received by the intended recipient on the day of delivery;

64.2.2. sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of 24 hours (or, where first class mail is not employed, 48 hours) after the time it was posted,

and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed and, in the case of post, pre-paid and posted.

64.3. Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient 24 hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed.

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

64.5. 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.

64.6. A Director may agree with the Company that notices, documents or information 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 that provided in this Article 64.

65. Company seals

65.1. Any common seal may only be used by the authority of the Directors.

65.2. The Directors may decide by what means and in what form any common seal is to be used.

65.3. Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by:

65.3.1. two Directors of the Company; or

65.3.2. one Director and the Secretary; or

65.3.3. at least one authorised person in the presence of a witness who attests the signature.

65.4. For the purposes of this Article 65, an authorised person is:

65.4.1. any Director of the Company;

65.4.2. the Secretary (if any); or

65.4.3. any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

65.5. *The Company may exercise all powers conferred by the Companies Act 2006 with regard to having an official seal for use abroad and such powers shall be vested in the Directors.*

66.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 shareholder.

67.Provision for employees on cessation of business

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

68.Authentication of documents

68.1. Any Director or the Secretary (if any) or any person appointed by the Directors for the purpose shall have power to authenticate:

68.1.1. any document affecting the constitution of the Company;

68.1.2. any resolution passed at a general meeting or at a meeting of the directors or any committee; and

68.1.3. any book, record, document or account relating to the business of the Company, and to certify copies or extracts as true copies or extracts.

68.2. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified by any Director or the Secretary shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

Directors' Liabilities

69.Indemnity

69.1. Subject to Article 69.2, a Relevant Director may be indemnified out of the Company's assets against:

- 69.1.1.** any liability incurred by or attaching to that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company;
- 69.1.2.** any liability incurred by or attaching to that Director in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006);
- 69.1.3.** any other liability incurred by or attaching to that Director as an officer of the Company or an Associated Company.

69.2. This Article 69 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

69.3. Where a Relevant Director is indemnified against any liability in accordance with this Article, such indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by the Relevant Director in relation thereto.

70. Insurance

70.1. The Directors shall have the power to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any relevant loss.

70.2. In this Article 70, a "relevant loss" means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director's duties or powers in relation to the Company, any Associated Company or any pension fund or employees' share scheme of the Company or Associated Company.

71. Defence expenditure

71.1. So far as may be permitted by the Companies Acts, the Company may:

71.1.1. provide a Relevant Director with funds to meet expenditure incurred or to be incurred by the Relevant Director in:

- (i) defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by the Relevant Director in relation to the Company or an Associated Company; or
- (ii) in connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006; and

71.1.2. do anything to enable any such Relevant Director to avoid incurring such expenditure.

71.2. The terms set out in Section 205(2) of the Companies Act 2006 shall apply to any provision of funds or other things done under Article 71.1.

71.3. So far as may be permitted by the Companies Acts, the Company:

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

71.3.2. may do anything to enable the Relevant Director to avoid incurring such expenditure.

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