

Company Number: 1123042

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

3M UK NOMINEE LIMITED (the "Company")

passed on 8th January 2009

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following special resolution was duly passed as a written resolution of the Company:

**SPECIAL RESOLUTION**

That the articles of association of the Company attached to this resolution be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.



.....  
C Pikett, Company Secretary





**ARTICLES OF ASSOCIATION**

**OF**

**3M UK NOMINEE LIMITED**

**COMPANY NUMBER: 1123042**

**Adopted by special resolution passed on 8th January 2009**

**COMPANIES ACTS 1985 and 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

(Adopted by special resolution passed on 8th January 2009)

OF

**3M UK NOMINEE LIMITED (the "Company")**

**1 PRELIMINARY**

1.1 The regulations ("**Regulations**") contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended by SI 2007/2541 and SI 2007/2826 (Regulations for management of a (private) company limited by shares)) ("**Table A**") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

1.2 In these Articles:

1.2.1 any reference to provisions of the Companies Act 1985 or the Companies Act 2006 includes any statutory modification or re-enactment thereof for the time being in force;

1.2.2 "**Group Company**" means the Company, any subsidiary or holding company of the Company and any subsidiary of any holding company of the Company from time to time (where the terms "subsidiary" and "holding company" have the meaning in Section 1159 Companies Act 2006);

1.2.3 "**Group Conflict Situation**" means in respect of each director, all or any of the following situations existing at any time while such person is a director:

- a) being employed or otherwise engaged by any Group Company (excluding a company which is a trustee of an occupational pension scheme);
- b) holding office, including (but not limited to) office as a director, of any Group Company (excluding a company which is a trustee of an occupational pension scheme);
- c) being a member of any pension scheme operated from time to time by any Group Company;
- d) being a member of any Group Company; or
- e) participating in any share option, bonus or other incentive schemes operated from time to time by any Group Company; and

1.2.4 "**Parent Company**" shall mean a company which is the registered holder of not less than 90 per cent. of the issued shares in the capital of the Company.

**2 SHARE CAPITAL**

2.1 The share capital of the Company at the date of adoption of these Articles is £100 divided into 100 ordinary shares of £1.00 each.

- 2.2 Subject to Article 7.1 and to any direction to the contrary which may be given by the Company in general meeting, the directors are unconditionally authorised to allot relevant securities (within the meaning of section 80(2) of the Companies Act 1985) and may allot, grant options over or otherwise deal with or dispose of the same to such persons on such terms and in such manner as they think fit.
- 2.3 The general authority conferred by Article 2.2 shall:
- 2.3.1 extend to all relevant securities of the Company unissued as at the date of adoption of these Articles or such other amount as is authorised by the Company in general meeting; and
- 2.3.2 remain in force for a period of five years from the date of adoption of these Articles and may be varied, revoked or renewed by the Company in general meeting.
- 2.4 The provisions of section 89(1) of the Companies Act 1985 shall not apply to the Company.
- 2.5 Subject to Article 7.1 the directors shall register a transfer of shares which is presented for registration duly stamped. Regulation 24 shall not apply to the Company.

### **3 PROCEEDINGS AT GENERAL MEETINGS**

- 3.1 Regulation 40 shall be deleted and the following substituted therefor:
- "No business shall be transacted at any meeting unless a quorum is present. One person entitled to vote, being a Parent Company or a proxy for, or duly authorised representative of, a Parent Company shall be a quorum."
- 3.2 If, within half an hour from the time appointed for a general meeting, a quorum is not present or if, during a general meeting, a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting or if, during that meeting, a quorum ceases to be present, the meeting shall be dissolved. Regulation 41, 42, 43, 56 and 57 shall not apply to the Company.
- 3.3 A poll may be demanded at any general meeting by any member present in person or by proxy (or, in the case of a corporate member, by its duly authorised representative) and entitled to vote. Regulation 46 shall be modified accordingly.
- 3.4 A proxy may be appointed by using a proxy form or in any other way and subject to any terms and conditions the directors decide including, but not limited to, appointment by telephone, fax or electronic communication. Proxies must be received at least 30 minutes before the time appointed for holding a meeting or adjourned meeting or for the taking of the poll as appropriate. Regulation 54 and Regulations 56 to 63 shall be amended accordingly.

### **4 REMUNERATION OF DIRECTORS**

The directors shall be entitled to such remuneration (if any) as shall from time to time be determined by the Company in general meeting.

### **5 APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 5.1 Subject to Article 7.1, a member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at general meetings may at any time appoint any person to be a director, either as an additional director or to fill a vacancy, and may remove from office any director however appointed. The appointment or removal shall be effected by notice in writing to the Company signed by the member or members giving it or, in the case of a corporate member, signed by a director or secretary or duly appointed attorney or duly authorised representative. Any such notice may be sent by electronic communication and no signature is necessary if electronic communication is used. The appointment or removal shall take effect when the notice is delivered to or received at the registered office of the Company or is produced at a meeting of the directors. The removal of a director shall be without prejudice to any claim which he may have under any contract with the Company.

- 5.2 The office of a director shall be vacated in any of the events specified in Regulation 81 and also if he shall resign in writing.

## **6 PROCEEDINGS OF DIRECTORS**

### **6.1 Directors' powers to authorise conflicts of interest**

- 6.1.1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest ("**Conflict Situation**") provided that, for this purpose, the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.
- 6.1.2 Any authorisation given under Article 6.1.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.
- 6.1.3 Where the directors give authority under Article 6.1.1:
- a) they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and:
    - i the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation; and
    - ii the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms;
  - b) they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
  - c) the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.
- 6.1.4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 6.1.1 (subject in any case to any limits or conditions to which such approval was subject).
- 6.1.5 Subject to any terms of an authorisation imposed pursuant to Article 6.1.1 and subject to compliance with sections 175, 177 and 182 Companies Act 2006, a director is entitled to vote at any meeting of the directors or of a committee of Directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and, in relation to any such resolution (whether or not he votes on the same), he is to be taken into account in calculating the quorum present at the meeting.

6.1.6 For the purposes of sections 175 and 180(4) of the Companies Act 2006 and for all other purposes, and notwithstanding the provisions of Articles 6.1.1 to 6.1.4, it is acknowledged that a director may be or become subject to a Group Conflict Situation or Group Conflict Situations. A director's duty to the Company arising from his holding office as director should not be breached or infringed as a result of any Group Conflict Situation having arisen or existing in relation to him, and such Group Conflict Situation shall, for the purposes of section 180(4) of the Companies Act 2006, be deemed authorised. Any director the subject of a Group Conflict Situation shall:

- a) not be held accountable to the Company for any benefit he directly or indirectly derives from his involvement in any Group Conflict Situation;
- b) be entitled to receive notice (including any relevant board papers) of, attend, count in a quorum towards and vote at board meetings relating in any way to, and deal generally with, matters concerning, connected with or arising from the Group Conflict Situation concerned; and
- c) be entitled to keep confidential and not disclose to the Company any information which comes into his possession as a result of such Group Conflict Situation where such information is confidential as regards any third party.

## **6.2 Directors' meetings**

Any or all of the directors or any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone, video conference or any other equipment which allows all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. A minute of the proceedings at any such meeting shall be sufficient evidence of such proceedings and compliance with all necessary formalities if certified as correct by the chairman of the meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is located for the meeting.

## **6.3 Written resolutions of directors**

A written resolution signed by all the directors or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the directors or, as the case may be, of the committee, properly called and constituted. The resolution may be contained in one document or in several documents in like form signed by one or more of the directors or members of the committee concerned and may be sent to the directors personally, by post, by fax or by electronic communication. Where electronic communication is used, the directors may specify such methods for signifying agreement to the proposed resolution in place of a signature as they think fit. Regulation 93 shall be modified accordingly.

## **7 OVERRIDING PROVISION**

7.1 For so long as there is a Parent Company the following provisions shall apply and, to the extent of any inconsistency, shall have overriding effect as against all other provisions of these Articles:

- 7.1.1 the Parent Company may at any time and from time to time appoint any person to be a director of the Company and remove from office any director howsoever appointed but so that his removal from office 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 him and the Company;
- 7.1.2 any or all powers of the directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time lawfully prescribe;
- 7.1.3 no unissued shares or securities shall be issued or put under option without the prior consent of the Parent Company; and
- 7.1.4 no transfer of any share of the Company shall be registered or approved for registration without the prior consent of the Parent Company.

- 7.2 Any such appointment, removal, consent or notice shall be in writing served upon the Company and signed on behalf of the Parent Company by any of its directors or by some other person authorised by the Parent Company for that purpose. Any such approval, removal, consent or notice may be sent by electronic communication and no signature is necessary if electronic communication is used. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the directors have been in any way restricted by these Articles or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors.

## **8 INDEMNITY**

- 8.1 Subject to the provisions of the Companies Act 2006 (but so that this Article 8.1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company shall:

- 8.1.1 without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:

- a) the Company;
- b) any associated company; and
- c) any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee; and

- 8.1.2 without prejudice to the provisions of Article 8.1.1, purchase and maintain insurance for any person who is or was a director or officer against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee

where for the purposes of this Article 8.1, the expression "associated company" bears the same meaning as in section 256 of the Companies Act 2006.

- 8.2 Regulation 118 shall not apply to the Company.