

DATED 6 JANUARY 2023

TRACKWISE DESIGNS PLC  
(company number 03959572)

ARTICLES OF ASSOCIATION  
adopted on 6 January 2023



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Company number: 03959572

**PUBLIC COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION OF  
TRACKWISE DESIGNS PLC**

(adopted by special resolution passed on 6 January 2023)

**1. EXCLUSION OF STATUTORY REGULATIONS**

No regulations set out in any statute (including any schedule to any statute) or in any subordinate legislation shall apply as regulations or articles of association of the Company.

**2. DEFINITIONS AND INTERPRETATION**

**2.1** In these Articles the following definitions will apply:

**Act**

the Companies Act 2006;

**address**

in relation to Electronic Communications, includes any number or address used for the purposes of Electronic Communications (including in the case of an Uncertificated Proxy Instruction (as defined in article 20.4.1) an identification number of a participant in the Relevant System concerned);

**Appropriate Rate**

has the meaning attributed to it in section 592 of the Act;

**Auditors**

the auditors for the time being of the Company;

**Board**

the Directors or any of them acting as the board of Directors of the Company;

**Certificated Share**

a share in the capital of the Company that is not an Uncertificated Share;

**Clear Days**

in relation to the sending of a notice, the period excluding the day on which the notice is sent or deemed to be sent and the day for which it is sent or on which it is to take effect;

**Company**

Trackwise Designs plc (company number 03959572);

**Deferred Shares**

deferred shares of £0.039 each in the capital of the Company from time to time;

**Director**

a duly appointed director of the Company for the time being;

**Dividend**

a dividend or bonus;

**Electronic Communication**

has the meaning give in the Electronic Communications Act 2000;

**electronic form;**

has the meaning given in the Act;

**electronic means;**  
has the meaning given in the Act;

**FCA**  
the Financial Conduct Authority acting as the competent authority for the purposes of the Financial Services and Markets Act 2000;

**Group**  
the Company and any subsidiary of the Company for the time being, and Group Company shall mean any such company;

**holder**  
in relation to any share, the Member whose name is entered in the Register as the holder of that share;

**Member or Shareholder**  
a holder for the time being of a Share;

**month**  
a calendar month;

**Office**  
the registered office for the time being of the Company;

**Ordinary Shares**  
an ordinary share of £0.001 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

**paid up**  
paid up or credited as paid up;

**Recognised Clearing House**  
has the meaning given in the Financial Services and Markets Act 2000;

**Recognised Investment Exchange**  
has the meaning given in the Financial Services and Markets Act 2000;

**Register**  
in relation to a Certificated Share or the holder of such a Certificated Share, the register of Members to be kept pursuant to the Act and in relation to an Uncertificated Share or the holder of such an Uncertificated Share, the register of Members kept by the operator of the Relevant System through which title to that share is evidenced and transferred, and registered shall be construed accordingly;

**Regulations**  
the Uncertificated Securities Regulations 2001;

**Regulatory Requirements**  
the requirements (as applicable in the circumstances) for the time being of the City Code on Takeovers and Mergers, the FCA, the London Stock Exchange plc and/or any other stock exchange (and any supervising regulatory body of such stock exchange) on which securities of the Company are traded from time to time, including the Listing Rules of the FCA, the Admission and Disclosure Standards of the London Stock Exchange plc and the AIM Rules for Companies all as published by the London Stock Exchange plc (as appropriate from time to time);

**Relevant System**  
has the meaning given in the Regulations;

**Reserved Matters**

those matters identified from time to time by the Board pursuant to article 30.1;

**Secretary**

the secretary of the Company, including (subject to the Statutes) an assistant or deputy secretary, and any person appointed by the Board to perform any of the duties of the secretary;

**share**

any share in the capital of the Company;

**Statutes**

the Act and every other statute (including any orders, regulations or other subordinate legislation made under them) for the time being in force concerning companies and affecting the Company, and every statutory modification or re-enactment of the same for the time being in force;

**Uncertificated Share**

a share in the capital of the Company which is recorded on the Register as being held in uncertificated form and title to which may be transferred by means of a Relevant System;

**United Kingdom**

Great Britain and Northern Ireland; and

**working day**

has the meaning given in section 1173 of the Act.

2.2 These Articles shall constitute all the articles of association of the Company.

2.3 In these Articles a reference to:

2.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of adoption of these Articles and any subordinate legislation made under the statutory provision before or after that date;

2.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);

2.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

2.3.4 "these Articles" is to these articles of association and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act;

2.3.5 "writing" shall include any mode of reproducing words in a legible and non-transitory form; and

2.3.6 any agreement or document is to that agreement or document as in force for the time being and as amended from time to time in accordance with the terms of that agreement or document or with the agreement of all the relevant parties.

2.4 Where an ordinary resolution of the Company is required for any purpose, a special resolution is also effective for that purpose.

2.5 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.

2.6 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

- 2.7 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 2.8 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.
- 2.9 Subject to article 2.1 and unless the context otherwise requires, all words and expressions which are defined in the Act shall have the same meanings in these Articles.
- 2.10 In these Articles:
- 2.10.1 powers of delegation shall not be restrictively construed but shall be given the widest interpretation;
  - 2.10.2 the word **Board** in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more Directors, any Director holding executive office and any local or divisional board, manager or agent of the Company to which or, as the case may be, to whom the power in question has been delegated;
  - 2.10.3 no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
  - 2.10.4 except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of power.

### **3. LIABILITY OF MEMBERS**

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

### **4. SHARE CAPITAL**

#### **4.1 Allotment of shares**

- 4.1.1 Subject to the Statutes, these Articles and any relevant authority of the Company in general meeting required by the Act, the Directors may allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of shares to or in favour of such persons, on such terms and conditions, at such price and at such times as the Directors may in their absolute discretion think fit.
- 4.1.2 The Board may at any time after the allotment of a share but before a person has been entered in the Register as the holder of the share recognise a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on such terms and conditions as the Board thinks fit.

#### **4.2 Shares with special rights**

Subject to the provisions of the Statutes and to any rights attached to existing shares or class of shares, any share may be issued with, or have attached to it, such rights and restrictions as the Company may by ordinary resolution determine.

#### **4.3 Redeemable shares**

Subject to the provisions of the Statutes and to any rights attached to existing shares, any shares may be issued on terms that they are, or at the option of the Company or the holder are, liable to be redeemed on such terms and conditions and in such manner as may be determined by the Directors.

#### **4.4 Share warrants to bearer**

- 4.4.1 The Company may issue share warrants in respect of any fully paid shares stating that the bearer of the warrant is entitled to the shares specified in it and

may provide (by coupons or otherwise) for the payment of future dividends on the shares included in a share warrant. Any share while represented by such a warrant shall be transferable by delivery of the warrant relating to it.

4.4.2 The Board may determine, and from time to time vary, the conditions on which share warrants to bearer shall be issued including the conditions on which:

- (a) a new warrant or coupon shall be issued in place of one worn-out, defaced, lost or destroyed (but no new warrant shall be issued unless the Company is satisfied beyond reasonable doubt that the original has been destroyed);
- (b) the bearer shall be entitled to receive notice of, and attend and vote at, general meetings;
- (c) dividends or other moneys shall be paid; and
- (d) a warrant may be surrendered and the name of the bearer entered in the Register in respect of the shares specified in the warrant.

4.4.3 The bearer of such a warrant shall be subject to the conditions for the time being in force in relation to the warrant, whether made before or after the issue of the warrant. Subject to those conditions and to the provisions of the Statutes, the bearer shall be deemed to be a Member and shall have the same rights and privileges as he would have if his name had been included in the Register as the holder of the shares comprised in the warrant.

4.4.4 The Company shall not be bound by or be compelled in any way to recognise any right in respect of the share represented by a share warrant other than the bearer's absolute right to the warrant.

#### 4.5 **Power to pay commission and brokerage**

4.5.1 In addition to all other powers of paying commissions, the Company may exercise the powers conferred by the Statutes of paying commissions to any person in consideration of his subscribing or agreeing to subscribe for any shares or procuring or agreeing to procure subscriptions for any shares.

4.5.2 Subject to the provisions of the Statutes and the requirements of the London Stock Exchange plc or the FCA (as the case may be), such commission may be satisfied by payment of cash or (with the sanction of an ordinary resolution of the Company) the allotment of fully or partly paid shares or partly in one way and partly in the other.

4.5.3 The Company may also on any issue of shares pay such brokerage as may be lawful.

#### 4.6 **Trusts not recognised**

Except as required by law or these Articles, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required to recognise (even when having notice of it) any interest in or in respect of any share, except the holder's absolute right to the entirety of the share.

### 5. **CLASSES OF SHARES**

#### 5.1 **Variation of rights**

5.2 Subject to the provisions of the Statutes if at any time the capital of the Company is divided into different classes of shares, all or any of the rights or privileges attached to any class may be varied or abrogated:

5.2.1 in such manner (if any) as may be provided by such rights; or

5.2.2 in the absence of any such provision, either:

- (a) with the consent in writing of the holders of at least 75% of the nominal amount of the shares of that class; or



- (b) with the sanction of a special resolution passed at a separate meeting (convened and conducted pursuant to the provisions of article 5.3) of the holders of the shares of that class, but not otherwise and then only subject to section 633 of the Act.

### 5.3 **Class meetings**

The provisions of these Articles relating to general meetings of the Company or to the proceedings at general meetings shall apply, *mutatis mutandis*, to every meeting of the holders of any class of shares, except that:

- 5.3.1 no Member shall be entitled to notice of, or to attend at, such class meeting unless he is a holder of shares of the relevant class;
- 5.3.2 no vote shall be given except in respect of a share of the relevant class;
- 5.3.3 the quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class;
- 5.3.4 at an adjourned meeting the quorum shall be one person holding shares of the class or his proxy;
- 5.3.5 every holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him; and
- 5.3.6 a poll may be demanded by any one holder of shares of the class, present either in person, by proxy or by a duly appointed corporate representative and, on a poll, each Member has one vote for every share of the relevant class of which he is the holder.

### 5.4 **Deemed variation**

Unless otherwise expressly provided by the rights attached to any class of shares, those rights shall not be deemed to be varied or abrogated by the creation or issue of further shares ranking *pari passu* with or subsequent to them or by the purchase or redemption by the Company of any of its own shares or by a reduction of capital paid up on the shares of any class.

## 6. **ALTERATION OF SHARE CAPITAL AND DEFERRED SHARE RIGHTS**

### 6.1 **Fractions**

- 6.1.1 Subject to any direction by the Company in general meeting, whenever as a result of any consolidation and division or sub-division of shares a Member is entitled to a fraction of a share, the Directors may deal with such fractions as they shall determine and, in particular, may:
  - (a) sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the Statutes, the Company) and pay and distribute to and amongst the Members entitled to such shares in due proportions the net proceeds of the sale except that where a Member is entitled to net proceeds of sale of less than £3 (or such other amount as the Board, having regard to any relevant requirement of the London Stock Exchange may determine), such proceeds will not be distributed but will be retained for the benefit of the Company; or
  - (b) subject to the Statutes, issue to a Member credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding of shares to a number which, following consolidation and division or sub-division, leaves a whole number of shares (such issue being deemed to have been effected immediately before consolidation or sub-division, as the case may be).
- 6.1.2 For the purpose of giving effect to a sale pursuant to article 6.1.1(a), the Directors may:

- (a) if the share is a Certificated Share, authorise any person to execute an instrument of transfer in respect of the share to, or in accordance with the directions of, the buyer; or
- (b) if the share is an Uncertificated Share, exercise any of the Company's powers under article 8.5 to effect the sale of the share to, or in accordance with the directions of, the buyer.

6.1.3 For the purposes of article 6.1.1(b) the amount required to pay up the shares representing the fractions may be capitalised as the Board thinks fit out of amounts standing to the credit of reserves (including a 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 for this purpose has the same effect as if the capitalisation had been declared by ordinary resolution of the Company pursuant to article 36. In relation to the capitalisation the Board may exercise all the powers conferred on it by article 36 without an ordinary resolution of the Company.

## 6.2 **Reduction of capital**

The Company may from time to time by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner authorised by the Statutes and the rights attached to existing shares.

## 6.3 **Cancellation of capital**

The Company may by ordinary resolution cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the nominal value of the shares so cancelled.

## 6.4 **Purchase of own shares**

The Company may purchase its own shares (including any redeemable shares) in accordance with the Statutes.

## 6.5 **Deferred Shares**

6.5.1 The Deferred Shares shall carry no right to receive dividend or other distribution at any time and on a return of capital in any circumstance the holders of the Deferred Shares, shall receive, after payment of the nominal value on the Company's ordinary shares has been paid in full, the holders of Deferred Shares, if any shall receive a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares) and shall not receive any share of any surplus assets.

6.5.2 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company. Subject to the Act, any Deferred Shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).

6.5.3 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to appoint any person to execute any transfer (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), give, on behalf of such holder, consent to the cancellation of such Deferred Shares and/or purchase such Deferred Shares in accordance with the Act in any such case (i) for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation and/or purchase to retain the certificates (if any) in respect thereof.

6.5.4 No Deferred Share may be transferred without the prior consent of the Board.

## **7. DISCLOSURE OF INTERESTS**

### **7.1 Section 793 notice**

If a holder of, or any other person appearing to be interested in, any shares has been issued with a notice by the Company pursuant to section 793 of the Act (a Section 793 Notice) and has failed in relation to any shares (the Default Shares) to comply with the Section 793 Notice within 14 days from the service of the notice, the Board may serve on the holder of such Default Shares a notice where upon the restrictions set out in article 7.2 shall apply, unless the Board otherwise decides.

### **7.2 Restrictions**

The restrictions referred to in article 7.1 are as follows:

- 7.2.1 the holder of the Default Shares shall not be entitled in respect of the Default Shares to be present or to vote (either in person or by proxy) at any general meeting of the Company or at any separate meeting of the holders of any class of shares or on a poll or to exercise other rights conferred by membership in relation to the meeting or poll;
- 7.2.2 if the Default Shares represent 0.25% or more in nominal value of the issued shares of their class, the holder of the Default Shares shall not be entitled in respect of the Default Shares:
  - (a) to receive any dividend or other distribution; or
  - (b) other than an Exempt Transfer (as defined in article 7.3 below) to transfer or agree to transfer any of the Default Shares; and
- 7.2.3 any Uncertificated Shares held by such holder will be converted immediately into Certificated Shares (and the Board shall be entitled to direct the operator of any Relevant System applicable to those shares to effect that conversion immediately) and that holder shall not after that be entitled to convert such shares into Uncertificated Shares (except with the authority of the Board) unless:
  - (a) the holder is not himself in default as regards supplying the information required; and
  - (b) the shares which the holder wishes to convert are part only of his shareholding and he has issued a certificate, in a form satisfactory to the Board, to the effect that after due and careful enquiry he is satisfied that none of the shares he is proposing to convert into uncertificated form are Default Shares.

### **7.3 Exempt transfer**

For the purposes of this article 7 an **Exempt Transfer** in relation to any shares means a transfer pursuant to:

- 7.3.1 a sale on a Recognised Investment Exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded;
- 7.3.2 a sale of the whole beneficial interest in the shares to a person whom the Board is satisfied is unconnected with the existing holder or with any other person appearing to be interested in the shares; or
- 7.3.3 a sale by way of or pursuant to acceptance of a takeover offer (as defined in section 974 of the Act).

### **7.4 Removal of restrictions**

The restrictions referred to in article 7.2 shall cease:

- 7.4.1 if they are waived, in whole or in part, by the Board;
- 7.4.2 if the Default Shares are transferred by means of an Exempt Transfer (but only in respect of the shares transferred); or
- 7.4.3 at the end of the period of 7 days (or such shorter period as the Board may determine) following due compliance with the Section 793 Notice to the satisfaction of the Board,

save that the Company shall not have any liability to pay interest in respect of any dividend or other distribution which has been withheld pursuant to article 7.2.2(a).

## **7.5 Interested persons**

- 7.5.1 If a Section 793 Notice is given to a person, other than the holder, appearing to be interested in any shares, a copy shall at the same time be given to the holder, but the accidental omission to do so or the non-receipt of the copy by the holder shall not invalidate or otherwise affect the operation of this article 7.
- 7.5.2 A person shall be treated as appearing to be interested in any share if the Company has given to the holder of the share a Section 793 Notice and:
  - (a) the holder has named the person as being interested in the share; or
  - (b) after taking into account any response to a Section 793 Notice and any other relevant information, the Company knows or has reasonable cause to believe that the person in question is, or may be, interested in the share.
- 7.5.3 For the purpose of this article 7, **interested** shall be construed as it is for the purpose of section 793 of the Act.

## **7.6 Entitlement to withheld distributions**

If any dividend or other distribution is withheld under article 7.2.2(a), the Member shall be entitled to receive it (without interest) as soon as practicable after the restriction ceases to apply.

## **7.7 Restrictions apply to new shares**

Any new shares issued in respect of any shares subject to restrictions under article 7.2 shall also be subject to the same restrictions. The Board may make any right to an allotment of the new shares subject to restrictions corresponding to those which will apply to those shares when such shares are issued.

## **8. UNCERTIFICATED SHARES**

### **8.1 Uncertificated Shares**

Pursuant to and subject to the Regulations, the Board may permit shares of any class to be held in uncertificated form and to be transferred or otherwise dealt with by means of a Relevant System and may revoke any such permission.

### **8.2 Disapplication of inconsistent articles**

Any provisions of these Articles shall not apply to any shares for the time being held in uncertificated form to the extent that the provisions are inconsistent with:

- 8.2.1 the holding of shares in uncertificated form;
- 8.2.2 the transfer of title to shares by means of a Relevant System; or
- 8.2.3 the Regulations.

### **8.3 General powers**

- 8.3.1 The Board may make such arrangements or regulations (if any) as it may from time to time in its absolute discretion think fit in relation to the evidencing, issue and transfer of Uncertificated Shares and otherwise for the purpose of implementing and/or supplementing the provisions of this article 8 and the Regulations and the facilities and requirements of the Relevant System, and

such arrangements and regulations shall have the same effect as if set out in this article 8.

8.3.2 The Company may use the Relevant System in which any of its shares are held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Statutes or these Articles or otherwise in effecting any actions.

8.3.3 For the purpose of effecting any action by the Company, the Board may determine that Uncertificated Shares held by a person shall be treated as a separate holding from Certificated Shares held by that person.

8.3.4 Conversion of Certificated Shares into Uncertificated Shares, and vice versa, may be made in such manner as the Board may in its absolute discretion think fit (subject to the Regulations).

#### **8.4 Not separate class**

Shares in a particular class shall not form a separate class of shares from other shares in that class because they are held in uncertificated form.

#### **8.5 Power of sale, etc**

Where the Company is entitled under any provision of the Regulations, the Statutes or these Articles to forfeit, accept the surrender of, enforce a lien over, sell, transfer or otherwise dispose of any Uncertificated Share, such entitlement (to the extent permitted by the Regulations and other Statutes and the facilities and requirements of the Relevant System) shall include the right:

8.5.1 to require the holder of that Uncertificated Share, by notice in writing, to change that share into a Certificated Share within the period specified in the notice and to hold that share in certificated form so long as required by the Company;

8.5.2 to require the holder of that Uncertificated Share, by notice in writing, to give any instructions necessary to transfer title to that share by means of the Relevant System within the period specified in the notice;

8.5.3 to require the holder of that Uncertificated Share, by notice in writing, to appoint any person to take any step, including the giving of any instruction by means of the Relevant System, necessary to transfer that share within the period specified in the notice;

8.5.4 to assume that the entries on any record of securities maintained by it in accordance with the Regulations and regularly reconciled with the relevant operator register of securities are a complete and accurate reproduction of the particulars entered in the operator register of securities and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance upon such assumption; in particular, any provision of these articles which requires or envisages that action will be taken in reliance on information contained in the register shall be construed to permit that action to be taken in reliance on such information; and

8.5.5 to take any other action that the Board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or to enforce a lien in respect of that share.

### **9. SHARE CERTIFICATES**

#### **9.1 Entitlement to certificate**

On becoming the holder of any Certificated Share, every Member (except a financial institution as defined in section 778(2) of the Act) shall be entitled, without payment, to receive one certificate for all the Certificated Shares of each class held by him. Shares of different classes shall not be included in the same certificate. If the Member transfers part of the shares represented by a certificate, or elects to hold part in uncertificated form, he shall be entitled, without payment, to receive a new certificate for the balance of those shares. No

Member shall be entitled to more than one certificate in respect of any one share held by him.

## **9.2 Form of certificate**

9.2.1 Every share certificate shall:

- (a) be issued under the common seal of the Company (by affixing that seal to or printing that seal or a representation of it on the certificate); or
- (b) be signed by at least one Director and the Secretary or by at least two Directors or by at least one Director signing in the presence of a witness who attests that signature (which, in any case, may include any signature applied mechanically or electronically)

or be issued in such other manner as the Board may approve from time to time.

9.2.2 Every share certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up on the shares.

## **9.3 Joint holders**

In the case of joint holders, the Company shall not be bound to issue more than one certificate for all shares in any particular class registered in their joint names, and delivery of a certificate to any one of the joint holders shall be sufficient delivery to all.

## **9.4 Replacement certificates**

9.4.1 If a share certificate is damaged, defaced or worn-out or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued on compliance with such conditions as to evidence, indemnity and security for such indemnity and on the payment of any exceptional out-of-pocket expenses of the Company in connection with the request as the Board may think fit and, in the case of defacement or wearing out, on delivery up of the old certificate.

9.4.2 Where a Member holds two or more certificates for certificated shares of one class, the Board may at his request, on surrender of the original certificates and without payment, cancel the certificates and issue a single replacement certificate.

9.4.3 At the request of a Member, the Board may cancel a certificate and issue two or more in its place (representing certificated shares in such proportions as the Member may specify) on surrender of the original certificate and on payment of such reasonable sum as the Board may determine.

## **10. LIEN ON SHARES**

### **10.1 Lien on partly paid shares**

The Company shall have a first and paramount lien on every share which is not fully paid, for all amounts payable (whether or not due) in respect of that share. The lien shall extend to every amount (including dividends) payable in respect of that share. The Board may waive any lien which has arisen and may declare any share to be wholly or partly exempt from this article 10.

### **10.2 Enforcement of lien**

The Company may sell any share subject to a lien in such manner as the Board may decide if an amount in respect of which the lien exists is due and is not paid within 14 days after a notice has been given to the holder of the share, or any person entitled to it by transmission, demanding payment of that amount and stating that the share may be sold if the notice is not complied with.

### **10.3 Giving effect to sale**

To give effect to a sale under article 10.2, the Board may:

- 10.3.1 if the share is a Certificated Share, authorise any person to execute an instrument of transfer in respect of the share to, or in accordance with the directions of, the buyer; or
- 10.3.2 if the share is an Uncertificated Share, exercise any of the Company's powers under article 8.5 to effect the sale of the share to, or in accordance with the directions of, the buyer.

The buyer shall not be bound to see to the application of the purchase money nor shall his title be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

**10.4 Application of sale proceeds**

The net proceeds of any sale of a share pursuant to this article 10, after payment of costs, shall be applied in or towards satisfaction of the amount due and any residue shall (subject to a like lien for any amounts not presently due as existed on the share before the sale and, if the share is a Certificated Share, upon the surrender of the share certificate or provision of an indemnity as to any lost or destroyed certificate) be paid to the holder or person entitled by transmission to the share immediately before the sale.

**11. CALLS ON SHARES**

**11.1 Power to make calls**

Subject to the terms of allotment, the Board may make calls on the Members in respect of any amounts unpaid on their shares (whether in respect of nominal amount or premium) and each Member shall (subject to receiving at least 14 Clear Days' notice specifying when and where payment is to be made) pay to the Company the amount called on his shares as required by the notice. A call may be revoked or postponed in whole or in part as the Board may decide. A call may be made payable in one sum or by instalments.

**11.2 Time when call made**

A call shall be deemed to be made at the time when the resolution of the Board authorising that call is passed. Entry into the minute book of such resolution is conclusive evidence of the making of the call.

**11.3 Transfer**

A person on whom a call is made shall remain liable for it notwithstanding the subsequent transfer of the share in respect of which the call is made.

**11.4 Joint holders**

The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of that share.

**11.5 Interest on calls**

If a call is not paid in full on or before the due date for payment, the person from whom it is due shall pay interest on the amount unpaid, from the due date for payment to the date of actual payment, at such rate as may be fixed by the terms of allotment of the share or, if no such rate is fixed, at the Appropriate Rate. The Board may waive payment of the interest in whole or in part.

**11.6 Rights suspended when calls unpaid**

Unless the Board otherwise decides, a Member shall not be entitled to attend, speak or vote, either in person or by proxy, at any general meeting of the Company or to exercise any other right as a Member in respect of any share held by him unless and until all calls and other sums presently payable by him in respect of that share have been paid.

**11.7 Deemed calls**

A sum which, by the terms of allotment of a share, is payable on allotment or at a fixed time, or by instalments at fixed times, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, these Articles shall apply as if that sum had become payable by virtue of a call.

**11.8 Power to differentiate**

On any issue of shares the Board may make arrangements for a difference between the allottees or holders of the shares in the amounts and times of payment of calls on their shares.

**11.9 Payment of calls in advance**

The Board may, if it thinks fit, receive all or any part of the amounts payable on a share beyond the sum actually called up on it if the holder is willing to make payment in advance. Such payment in advance shall extinguish the liability on the share in respect of which it is made to the extent of the payment. The Board may pay interest on sums paid in advance (until such sums would otherwise be due) at such rate as may be agreed between the Board and the Member paying the sum in advance provided that such rate shall not exceed the Appropriate Rate without the sanction of the Company given by ordinary resolution.

**11.10 Power to make calls if uncalled capital included in mortgage**

If any uncalled capital of the Company is included in or charged by any mortgage, charge or other security, the Directors may delegate to the person in whose favour such mortgage, charge or security is executed, or to any other person in trust for him, the power to make calls on the Members in respect of such uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated may (if expressed so to be) be assignable.

**12. FORFEITURE OF SHARES**

**12.1 Notice of unpaid calls or instalments**

If a call or instalment remains unpaid on any share, in whole or in part, after the due date for payment, the Board may give a notice to the holder requiring him to pay so much of the call or instalment as remains unpaid together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall:

12.1.1 state a further day, being not less than 14 days from the date of the notice, on or before which payment is to be made;

12.1.2 name the place where payment is to be made; and

12.1.3 state that, if the notice is not complied with, the share in respect of which the call was made or instalment is payable will be liable to be forfeited.

**12.2 Forfeiture for non-compliance**

If the requirements of a notice given under article 12.1 are not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Board. The forfeiture shall include all dividends declared and other sums payable in respect of the forfeited share and not actually paid before the forfeiture.

**12.3 Notice after forfeiture**

If a share is forfeited, notice of the forfeiture shall be given to the person who was the holder of the share or (as the case may be) the person entitled to the share by transmission, and an entry that notice of the forfeiture has been given, with the relevant date, shall be made in the Register, but no forfeiture shall be invalidated by any omission to give such notice or to make such entry.

**12.4 Surrender**

The Board may accept a surrender of any share liable to be forfeited. A surrendered share shall be treated as if it had been forfeited for the purposes of these Articles.

**12.5 Power to annul forfeiture**

The Board may, at any time before the forfeited share has been sold, re-allotted or otherwise disposed of, annul the forfeiture upon payment of all calls and interest due on the



share and all expenses incurred in respect of the share, and on such further terms (if any) as the Board thinks fit.

#### **12.6 Disposal of forfeited shares**

Subject to the Statutes, every share which is forfeited shall become the property of the Company and may be sold, re-allotted or otherwise disposed of (either to the person who was before the forfeiture the holder of the share or to any other person) upon such terms and in such manner as the Board shall decide.

#### **12.7 Giving effect to disposal**

To give effect to a sale, re-allotment or disposal under article 12.6, the Board may:

- 12.7.1 if the share is a Certificated Share, authorise any person to execute an instrument of transfer in respect of the share to, or in accordance with the directions of, the buyer; or
- 12.7.2 if the share is an Uncertificated Share, exercise any of the Company's powers under article 8.5 to effect the sale of the share to, or in accordance with the directions of, the buyer.

The buyer shall not be bound to see to the application of the purchase money nor shall his title be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

#### **12.8 Effect of forfeiture**

12.8.1 A person whose share has been forfeited shall cease to be a Member in respect of the forfeited share and shall, if the share is a Certificated Share, surrender the share certificate to the Company for cancellation. The person shall remain liable (unless payment is waived in whole or in part by the Board) to pay to the Company all sums payable by him on or in respect of that share at the time of forfeiture, together with interest from the time of forfeiture until payment at such rate as the Board shall decide, in the same manner as if the share had not been forfeited. He shall also be liable to satisfy all the claims and demands (if any) which the Company has enforced in respect of the share at the time of forfeiture. No deduction or allowance shall be made for the value of the share at the time of forfeiture or for any consideration received on its disposal.

12.8.2 Subject to the provisions of the Statutes:

- (a) any share which has been forfeited and the rights attaching to it shall be deemed to be the property of the Company;
- (b) no voting rights shall be exercised in respect of such forfeited share; and
- (c) the Directors may within three years of such forfeiture sell, re-allot or otherwise dispose of such forfeited share in such manner as they think fit to any person and either with or without any past or accruing dividends and, in the case of re-allotment, with or without any money paid on such share by the former holder being credited as paid-up on such share. The Directors may, if necessary, authorise some person to execute a transfer of a forfeited share to any person as above.

12.8.3 Any forfeited share which is not disposed of in accordance with the provisions of this article 12.8 within a period of three years from the date of its forfeiture shall thereupon be cancelled in accordance with the provisions of the Statutes.

#### **12.9 Evidence of forfeiture**

A statutory declaration by a Director or the Secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer, or transfer by means of the Relevant System, as the case may be) constitute a good title to the share.

### **13. TRANSFER OF SHARES**

#### **13.1 Right to transfer shares**

Subject to the restrictions in these Articles, a Member may transfer all or any of his shares in any manner which is permitted by the Statutes and is from time to time approved by the Board.

#### **13.2 Transfers of Uncertificated Shares**

13.2.1 The Company shall register the transfer of any Uncertificated Shares in accordance with the Regulations and other Statutes.

13.2.2 Where permitted by the Regulations and other Statutes, the Board may, in its absolute discretion and without giving any reason for its decision, refuse to register any transfer of an Uncertificated Share.

#### **13.3 Transfers of Certificated Shares**

13.3.1 An instrument of transfer of a Certificated Share may be in any usual form or in any other form which the Board may approve and shall be signed by or on behalf of the transferor and (except in the case of a fully paid share) by or on behalf of the transferee. An instrument of transfer need not be under seal.

13.3.2 The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect of it.

13.3.3 Subject to any Regulatory Requirements and any rules or regulations of the London Stock Exchange or any rules published by the FCA applicable to the Company from time to time, the Board may, in its absolute discretion and without giving any reason, refuse to register any transfer of a Certificated Share unless:

- (a) it is in respect of a share which is fully paid up;
- (b) the instrument of transfer is left at the Office, or at such other place as the Board may decide, for registration;
- (c) the instrument of transfer is accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the Board may reasonably require to prove the title of the intending transferor or his right to transfer the shares;
- (d) the instrument of transfer is duly stamped (if so required);
- (e) it is in respect of only one class of shares; and
- (f) it is in favour of not more than four transferees.

13.3.4 In the case of a transfer by a Recognised Clearing House (or nominee of a Recognised Clearing House) or a Recognised Investment Exchange, the lodgement of a share certificate will only be necessary if and to the extent that a certificate has been issued in respect of the share in question.

#### **13.4 Notice of refusal to register**

If the Board refuses to register a transfer of a share it shall give notice to the transferee of the refusal within two months after the date on which the instrument of transfer was lodged with the Company or the operator-instruction (as defined in the Regulations) was received, as the case may be.

#### **13.5 No fee payable on registration**

No fee shall be charged for registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share.

#### **13.6 Retention of transfers**

The Company shall be entitled to retain an instrument of transfer which is registered, but an instrument of transfer which the Board refuses to register shall (except in the case of fraud or suspicion of fraud) be returned to the person presenting it.

## **14. TRANSMISSION OF SHARES**

### **14.1 Transmission on death**

If a Member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares. Nothing in these Articles shall release the estate of a deceased Member (whether a sole or joint holder) from any liability in respect of any share held by him.

### **14.2 Elections permitted**

14.2.1 A person becoming entitled to a share by transmission on the death or bankruptcy of any Member may, on production of any evidence as to his entitlement as the Board may require, elect either to become the holder of the share or to have another person nominated by him registered as the transferee.

14.2.2 If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered and the share is a Certificated Share, he shall execute an instrument of transfer of the share to that person. If he elects to have another person registered and the share is an Uncertificated Share, he shall take any action the Board may require (including the execution of any document and the giving of any instruction by means of a Relevant System) to effect the transfer of the share to that person.

14.2.3 All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer or other document or action as if it were a transfer effected by the Member from whom the title by transmission is derived and the event giving rise to the transmission had not occurred.

### **14.3 Board may require election**

The Board may at any time send a notice requiring any person becoming entitled by transmission to a share to elect either to be registered himself or to transfer the share. If after 60 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.

### **14.4 Rights of persons entitled by transmission**

A person becoming entitled by transmission to a share shall, on production of any evidence as to his entitlement as the Board may require and subject to article 14.3, have the right to receive and give a discharge for any dividends or other moneys payable in respect of the share and shall have the same rights in relation to the share as he would have if he were the holder except that, until he becomes registered as the holder of the share, he shall not be entitled to receive notice of or to attend, speak or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

## **15. GENERAL MEETINGS**

### **15.1 Annual general meetings**

A general meeting shall be held in every year as the annual general meeting of the Company, at such time (within a period of not more than six months beginning with the day following the Company's accounting reference date) and place as may be determined by the Directors. The general meetings referred to in this article 15.1 shall be called annual general meetings.

### **15.2 General meetings**

15.2.1 All general meetings, other than an annual general meeting, shall be called general meetings.

15.2.2 The Board may convene a general meeting whenever, and at such time and place, as it thinks fit. The Board shall also convene a general meeting on the requisition of Members pursuant to the Statutes. In the case of a general meeting convened on a requisition of the Members, no business other than that stated in the requisition proposed by the Board shall be transacted.

**15.3 Insufficient directors to convene meeting**

If there are insufficient Directors in the United Kingdom to convene a general meeting, any Director or any two Members may convene a general meeting.

**16. NOTICE OF GENERAL MEETINGS**

**16.1 Contents of notice**

The notice shall specify whether the meeting is an annual general meeting or a general meeting.

**16.2 Recipients of notice**

16.2.1 Subject to article 16.2.2, the notice shall be given to all Members (other than any who, under the provisions of these Articles or of any restrictions imposed on any shares, are not entitled to receive such notice from the Company) and to each Director and the Auditors.

16.2.2 The Company shall not be required to give notice of a general meeting to a Member for whom the Company no longer has a valid address.

**16.3 Entitlement to attend and vote**

For the purposes of determining which persons are entitled to attend, speak and/or vote at a meeting and how many votes such person may cast, the Company may specify in the notice of the meeting a time, not more than 48 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time fixed for the meeting, by which a person must be entered on the Register in order to have the right to attend, speak or vote at the meeting.

**16.4 Omission to send notice**

The accidental omission to send a notice of meeting or a form of proxy or any other document relating to a meeting to, or the non-receipt of the notice, form of proxy or other document by, any person entitled to receive the same shall not invalidate the proceedings at that meeting.

**17. PROCEEDINGS AT GENERAL MEETINGS**

**17.1 Quorum**

17.1.1 No business shall be transacted at any general meeting unless the requisite quorum shall be present when the meeting proceeds to business. The appointment of a chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.

17.1.2 Subject to article 17.2 the quorum for any general meeting shall be two Members, present either in person, by proxy or by a duly authorised corporate representative, entitled to vote. For the avoidance of doubt, two persons present and entitled to vote upon the business to be transacted, each being a proxy for the same Member appointed to exercise the rights attached to different shares, shall also be a quorum.

**17.2 Proceedings if quorum not present**

If, within 30 minutes from the time appointed for the meeting, a quorum is not present the meeting, if convened by or upon the requisition of Members, shall be dissolved. In any other case, the meeting shall stand adjourned to such day and to such time and place as the chairman (or, in default, the Board) shall appoint. At any such adjourned meeting, the Member or Members present, either in person, by proxy or by a duly authorised corporate representative, and entitled to vote shall be a quorum for all purposes.

**17.3 Chairman**

At each general meeting, the chairman of the Board (if any) or, if he is absent or unwilling, the deputy chairman of the Board (if any) shall preside as chairman of the meeting. If neither the chairman nor deputy chairman is present and willing, one of the other Directors selected for the purpose by the Directors present (or, if only one Director is present and willing, that

Director) shall preside as chairman of the meeting. If no Director is present within fifteen minutes after the time fixed for holding the meeting or if none of the Directors present is willing to preside as chairman of the meeting, the Members present and entitled to vote shall choose one of their number to preside as chairman of the meeting.

#### **17.4 Adjournment**

17.4.1 The chairman may, with the consent of the meeting (and shall, if so directed by the meeting) adjourn any meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

17.4.2 Without prejudice to any other power which he may have under the provisions of these Articles or at common law, the chairman of the meeting may, without the consent of the meeting, interrupt or adjourn a meeting from time to time and from place to place or for an indefinite period if he decides that it has become necessary to do so in order to:

- (a) secure the proper and orderly conduct of the meeting; or
- (b) give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or
- (c) ensure that the business of the meeting is properly disposed of.

#### **17.5 Notice of adjourned meeting**

Whenever a meeting is adjourned for 28 days or more, or indefinitely, not less than seven Clear Days' notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting but otherwise it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjourned meeting or of the business to be transacted at an adjourned meeting.

#### **17.6 Accommodation of Members at meeting**

If it appears to the chairman of the meeting that the meeting place specified in the notice convening the meeting is inadequate to accommodate all Members entitled and wishing to attend, the meeting is duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that a Member who is unable to be accommodated is able to:

- 17.6.1 participate in the business for which the meeting has been convened; and
- 17.6.2 hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere; and
- 17.6.3 be heard and seen by all other persons present in the same way.

#### **17.7 Security**

The Board may make any arrangement and impose any restriction it considers appropriate to ensure the security of a meeting including arranging for any person attending the meeting to provide proof of identity, searching a person attending the meeting and restricting the items of personal property that may be taken into the meeting place. A Director or Secretary is entitled to:

- 17.7.1 refuse entry to a meeting to a person who refuses to comply with these arrangements or restrictions; or
- 17.7.2 eject from a meeting any person who causes the proceedings to become disorderly.

#### **17.8 Right to attend and speak**

Each Director shall be entitled to attend and speak at any general meeting of the Company whether or not he is a Member. The chairman may invite any person to attend and speak at any general meeting of the Company if he considers that such person has the appropriate

knowledge or experience of the Company's business to assist in the deliberations of the meeting.

## **17.9 Amendments to resolutions**

17.9.1 Subject to the Statutes, a resolution may only be put to the vote at a general meeting if the chairman of the meeting in his absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.

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

- (a) notice of the proposed amendment is given to the Company secretary in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

The giving of notice in accordance with article (a) shall not prejudice the power of the chairman of the meeting to rule the amendment out of order.

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

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

17.9.4 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution. Any ruling by the chairman of the meeting in relation to such matters shall be final and conclusive.

17.9.5 With the consent of the chairman of the meeting, a person who proposes an amendment to a resolution may withdraw it before it is put to the vote.

## **18. VOTING AT GENERAL MEETINGS**

### **18.1 Method of voting and demand for poll**

18.1.1 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is duly demanded before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll.

18.1.2 Subject to the Statutes, a poll may be demanded by:

- (a) the chairman of the meeting; or
- (b) at least five Members present in person or by proxy and entitled to vote on the resolution; or
- (c) a Member or Members present in person or by proxy representing in aggregate not less than one-tenth of the total voting rights of all the Members having the right to vote on the resolution; or
- (d) a Member or Members present in person or by proxy holding shares conferring the right to vote on the resolution on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

18.1.3 A demand for a poll by a person as proxy for a Member shall be as valid as if the demand were made by the Member himself.

18.1.4 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman of the meeting. A demand so withdrawn shall not be

taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

18.1.5 Unless a poll is demanded (and the demand is not withdrawn) a declaration by the chairman 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 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.

18.1.6 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

## **18.2 How poll is to be taken**

18.2.1 Subject to article 18.2.2, if a poll is demanded (and the demand is not withdrawn) it shall be taken at such time, either at the meeting at which the poll is demanded or within 30 days after the meeting, at such place and in such manner (including by electronic means) as the chairman of the meeting shall direct. The chairman may appoint scrutineers who need not be Members.

18.2.2 A poll demanded on the election of a chairman or a question of adjournment shall be taken at the meeting without adjournment.

18.2.3 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. In any other case at least 7 Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

18.2.4 The result of the poll shall be deemed to be a resolution of the meeting at which the resolution was in fact passed.

## **19. VOTES OF MEMBERS**

### **19.1 Voting rights**

19.1.1 Subject to these Articles and to any special rights or restrictions as to voting for the time being attached to any class of shares in the Company:

(a) on a show of hands every Member present, either in person, by proxy or by a duly appointed corporate representative, shall have one vote; and

(b) on a poll every Member present, either in person, by proxy or by a duly appointed corporate representative, shall have one vote for every share of which he is the holder or in the case of a proxy or corporate representative, every share in respect of which the relevant Member has appointed him to act as his proxy or corporate representative.

19.1.2 On a poll a Member need not exercise all of his votes or cast them all in the same way.

### **19.2 Representation of corporations**

Any corporation which is a Member may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meetings of the Company or of any class of Members. Such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands. The Directors may, but shall not be bound to, require evidence of the authority of any person purporting to act as the representative of any such corporation.

### **19.3 Joint owners**

- 19.3.1 If two or more persons are jointly entitled to shares conferring a right to vote, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such shares.
- 19.3.2 If more than one of such joint holders is present at any meeting, either personally or by proxy, the Member whose name stands first on the Register as one of the holders of such shares, and no other, shall be entitled to vote in respect of such shares.

### **19.4 Member under incapacity**

A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person in the nature of a receiver or curator bonis appointed by that court. That receiver, curator bonis or other person may vote by proxy. The right to vote shall be exercisable only if evidence satisfactory to the Board of the authority of the person claiming the right to vote is received at the Office (or at such other address as may be specified for the receipt of proxy appointments) not later than 48 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised.

### **19.5 Objections to admissibility of votes**

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is given or tendered. Every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the error is of sufficient magnitude to vitiate the resolution. The chairman's decision on such matters shall be final and conclusive.

### **19.6 Restriction on voting rights**

No Member is entitled to be present or to be counted in the quorum or vote, either in person or by proxy, at any general meeting or at any separate meeting of the holders of a class of shares or on a poll or to exercise other rights conferred by membership in relation to the meeting or poll, unless all calls or other moneys due and payable in respect of the Member's share or shares have been paid. This restriction ceases on payment of the amount outstanding and all costs, charges and expenses incurred by the Company by reason of non payment.

## **20. PROXIES**

### **20.1 Proxies**

- 20.1.1 A proxy need not be a Member and a Member may appoint more than one proxy to attend on the same occasion. References in these Articles to an appointment of a proxy includes references to an appointment of multiple proxies.
- 20.1.2 The appointment of a proxy shall not preclude a Member from attending, speaking and voting in person at the meeting or on the poll concerned.
- 20.1.3 The appointment of a proxy shall (subject to any contrary direction contained in the appointment):
- (a) be deemed to confer authority to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit;
  - (b) be valid for any adjournment of the meeting as well as for the meeting to which it relates;
  - (c) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of such meetings; and



- (d) not be valid after the expiry of 12 months from the date of the appointment, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from that date.

## **20.2 Form of proxy**

- 20.2.1 The appointment of a proxy shall be in any usual or common form, or such other form as may be approved by the Board and, in the case of an instrument in writing, shall be signed by the appointer or by his agent duly authorised in writing, or if the appointer is a corporation shall be either under its common seal or under the hand of an officer or agent so authorised. The Board may require evidence of the authority of any such officer or agent.
- 20.2.2 The Board may, at the expense of the Company, send by post, Electronic Communication or otherwise, instruments or forms of proxy to the Members (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the holders of any class of shares of the Company. If for the purpose of any meeting invitations to appoint as proxy a person, or one of a number of persons, specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the Members entitled to be sent a notice of the meeting and to vote by proxy at the meeting.

## **20.3 Lodgement of proxy**

The appointment of a proxy and the authority (if any) under which it is made, or a certified copy of such authority, shall:

- 20.3.1 in the case of an instrument in writing, be deposited at the Office (or at such other place in the United Kingdom as is specified for that purpose in the notice calling the meeting or in any instrument of proxy sent out by the Company in relation to the meeting) not less than 48 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- 20.3.2 in the case of an appointment contained in an Electronic Communication, where an address has been specified for the purpose of receiving Electronic Communications:
  - (a) in the notice convening the meeting; or
  - (b) in any instrument of proxy sent out by the Company in relation to the meeting; or
  - (c) in any invitation contained in an Electronic Communication to appoint a proxy issued by the Company in relation to the meetingbe received at such address not less than 48 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- 20.3.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as specified in articles 20.3.1 and 20.3.2 above after the poll has been demanded and not less than 24 hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time appointed for the taking of the poll; or
- 20.3.4 in the case of a poll not taken immediately but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Director.

## 20.4 **Uncertificated proxy instructions**

- 20.4.1 For the purposes of this article 20.4 **Uncertificated Proxy Instruction** means a properly authenticated dematerialised instruction (as defined in the Regulations) or other instruction or notification, which is sent by means of the Relevant System and received by such participant in that Relevant System acting on behalf of the Company as the Board may prescribe.
- 20.4.2 In relation to any Uncertificated Shares, the Board may from time to time permit appointments of proxies to be made by means of an Electronic Communication in the form of an Uncertificated Proxy Instruction in such form and subject to such terms and conditions as the Board may prescribe, and may in a similar manner permit supplements to, or amendments or revocations of, any Uncertificated Proxy Instruction to be made in the same way.
- 20.4.3 The Board may prescribe the method of determining the time at which any Uncertificated Proxy Instruction is to be treated as received by the Company.
- 20.4.4 The Board may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a Member as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Member.

## 20.5 **Invalid appointment**

- 20.5.1 Subject to article 20.5.2, an appointment of proxy which is not deposited, delivered or received in a manner specified in articles 20.3 or 20.4 shall be invalid.
- 20.5.2 The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any required evidence of authority has not been received in accordance with articles 20.3 or 20.4.

## 20.6 **More than one valid appointment received**

- 20.6.1 Where a proxy appointment is received, which does not state the number of shares to which it applies (a **blank proxy**), a proxy is deemed to have been appointed by that Member in relation to the total number of shares registered in his name (the **Member's entire holding**). In the event of a conflict between a blank proxy and a proxy appointment that is received, which does state the number of shares to which it applies (a **specific proxy**), the specific proxy shall be counted first, regardless of the time it was received. Any remaining shares will be apportioned to the blank proxy (pro rata if there is more than one blank proxy).
- 20.6.2 Where more than one proxy appointment is received and the total number of shares in respect of which proxies are appointed is no greater than the Member's entire holding, it will be assumed that proxies are appointed in relation to different shares. Proxy appointments in the same envelope will be treated as deposited at the same time.
- 20.6.3 If two or more valid but differing proxy appointments are received in respect of the same share for use at the same meeting or on the same poll, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.
- 20.6.4 Where the aggregate number of shares in respect of which proxies are appointed exceeds a Member's entire holding and it is not possible to determine the order in which the proxy appointments were received (or they were all delivered at the same time), the number of votes attributed to each proxy appointment will be reduced pro rata. Where this gives rise to fractions of shares, such fractions will be rounded down.

- 20.6.5 If a Member appoints a proxy or proxies and subsequently attends the meeting in person and votes on a poll, the Member's vote in person will override the proxy appointment(s). If the Member's vote in person is in respect of the Member's entire holding, all proxy votes will be disregarded. If the Member's vote at the meeting is in respect of less than the Member's entire holding, if the Member indicates that all proxy appointments are to be disregarded, that shall be the case. If a Member does not specifically revoke any proxy appointments, the Member's vote in person will be treated in the same way as if it were the last validly received proxy appointment and earlier proxy appointments will only be disregarded to the extent that to count them would result in the number of votes being cast exceeding the Member's entire holding.

**20.7 Notice of revocation of authority**

A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the death or mental disorder of the appointer or previous termination of the authority of the person voting or demanding a poll, or the transfer of the share in respect of which the appointment of the proxy or representative is made, unless notice in writing of the death, mental disorder, termination or transfer was received at the Office (or at such other address at which the proxy appointment was duly received) at least six hours (excluding, in the calculation of such time period, any part of a day that is not a working day) before the time fixed for holding the relevant meeting or adjourned meeting or poll.

**21. DIRECTORS**

**21.1 Number of directors**

The number of Directors (other than alternate Directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be less than two and shall not be subject to any maximum.

**21.2 No share qualification**

A Director need not hold any shares in the capital of the Company but shall (whether he holds shares or not) be entitled to attend and speak at any general meeting of the holders of any class of share in the Company in his capacity as a director of the Company.

**22. REMUNERATION, EXPENSES AND PENSIONS**

**22.1 Fees of directors**

22.1.1 There shall be paid out of the funds of the Company by way of remuneration of directors who are not executive directors appointed under article 24 fees at such rates as the Directors may from time to time determine provided that such fees do not in aggregate exceed a sum determined from time to time by the Remuneration Committee of the Board or such other figure as the Company may in general meeting from time to time determine.

22.1.2 Such fees shall be divided among such Directors in such proportion or manner as may be determined by the Directors and, in default of determination, equally.

22.1.3 A fee payable to a Director pursuant to this article 22.1 is distinct from any salary, remuneration or other amount payable to him pursuant to other provisions of these Articles and accrues from day to day.

**22.2 Special remuneration**

If, by arrangement with the Board, any Director performs or renders any special duties or services outside his ordinary duties as a Director and not in his capacity as a holder of employment or executive office, he may be paid such reasonable special remuneration (whether by way of lump sum, salary, commission, participation in profits or otherwise) as the Board may decide in addition to any remuneration payable under or pursuant to any other of these Articles.

### **22.3 Expenses**

A Director shall be paid out of the funds of the Company all reasonable travelling, hotel and other expenses properly incurred by him in and about the performance of his duties as Director, including his expenses of travelling to and from Board meetings, committee meetings, general meetings or separate meetings of the holders of any class of shares or debentures in the Company.

### **22.4 Pensions and other benefits**

22.4.1 The Board may exercise all the powers of the Company to pay, provide or procure the grant of pensions or other retirement or superannuation benefits and death, disability or other benefits, allowances or gratuities to any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or of any such subsidiary or associated company or the relatives or dependants of any such person. For that purpose the Board may procure the establishment and maintenance of, or participate in, or contribute to, any non-contributory or contributory pension or superannuation fund, scheme or arrangement and pay any insurance premiums.

22.4.2 Subject to the Statutes, the Board may establish and maintain any employees' share scheme, share option or share incentive scheme and establish and (if any such scheme so provides) contribute to any scheme for the purchase by or transfer, allotment or issue to trustees of shares in the Company or its holding company to be held for the benefit of employees (including Directors) of the Company and lend money to such trustees or employees to enable them to purchase such shares.

## **23. APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS**

### **23.1 Appointment by the company**

Subject to these Articles, the Company may by ordinary resolution appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, but so that the total number of Directors shall not exceed any maximum number fixed by or in accordance with these Articles.

### **23.2 Appointment by the board**

The Board may appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, but so that the total number of Directors shall not exceed any maximum number fixed by or in accordance with these Articles. Any Director so appointed shall retire at the next annual general meeting and shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

### **23.3 Eligibility**

No person (other than a Director retiring in accordance with these Articles) shall be appointed or re-appointed a Director at any general meeting unless:

23.3.1 he is recommended by the Board; or

23.3.2 not less than 7 nor more than 21 Clear Days before the date appointed for the meeting, a Member (other than the person to be proposed) entitled to vote at the meeting has given to the Company notice of his intention to propose a resolution for the appointment of that person, stating the particulars which would, if he were so appointed, be required to be included in the Company's register of Directors and a notice executed by that person of his willingness to be appointed.

### **23.4 Retirement by rotation**

23.4.1 Subject to article 23.5.1, at the first annual general meeting of the Company all the Directors must retire from office.

23.4.2 At every subsequent annual general meeting any Directors:

- (a) who have been appointed by the Directors since the last annual general meeting; or
- (b) who were not appointed or reappointed at one of the preceding two annual general meetings,

must retire from office and may offer themselves for reappointment by the Members.

## **23.5 Re-appointment of retired directors**

23.5.1 A Director who retires at an annual general meeting (whether by rotation or otherwise) may, if willing to act, be re-appointed. If he is not re-appointed or deemed to have been re-appointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

23.5.2 If the Company, at any meeting at which a Director retires (whether by rotation or otherwise), does not fill the office vacated by such Director, the retiring Director, if willing to act, shall be deemed to be re-appointed, unless at the meeting a resolution is passed not to fill the vacancy or to appoint another person in his place or unless the resolution to re-appoint him is put to the meeting and lost.

## **23.6 Vacation of office of director**

23.6.1 Without prejudice to the provisions of these Articles relating to the retirement or removal of a Director, the office of a Director shall be vacated if:

- (a) not being a person holding an executive office for a fixed term, he resigns by notice in writing to the Company left at the Office or, being such a person holding an executive office for a fixed term, he tenders his resignation and the Directors resolve to accept that resignation;
- (b) he ceases to be a Director by virtue of any provision of the Statutes or becomes prohibited by law or by order of a court of competent jurisdiction from being a Director;
- (c) he is made bankrupt or has a receiving order (or any analogous order under the corresponding legislation in any jurisdiction) made against him or makes an arrangement or compounds with his creditors generally or applies to the court for an interim order under section 253 Insolvency Act 1986 in connection with a voluntary arrangement under that Act or makes any similar application under analogous proceedings in another jurisdiction;
- (d) a registered medical practitioner who is treating the Director gives a written opinion to the Company stating that the Director has become physically or mentally incapable of acting as a Director and may remain so for more than 6 months;
- (e) not having leave of absence from the Directors, he or his alternate (if any) fails to take part in Directors' decisions for six successive months (unless prevented by illness, unavoidable accident or other cause which may seem to the Directors to be sufficient) and the Directors resolve that his office be vacated;
- (f) he is requested to resign by notice in writing addressed to him at his address as shown in the register of Directors and signed by all the other Directors (being all the Directors excluding the Director subject to the resignation request) (without prejudice to any claims for damages which he may have for breach of any contract between him and the Company or any of its subsidiary undertakings) and, for this purpose, a set of like notices each signed by one or more of the Directors shall be as effective as a single notice signed by the requisite number of Directors; or

- (g) if he is removed from office in accordance with the provisions of these Articles.

23.6.2 A resolution of the Board declaring a Director to have vacated office pursuant to this article shall be conclusive as to the fact and grounds of vacation stated in the resolution.

## **24. EXECUTIVE DIRECTORS**

### **24.1 Appointment**

The Board may from time to time appoint one or more Directors to hold any executive office (including that of chief executive or managing director) for such term (subject to the Statutes) and on such terms as the Board may decide. The Board may revoke or terminate any such appointment without prejudice to any claim for damages for breach of contract between the Director and the Company.

### **24.2 Remuneration**

The remuneration of a Director appointed to any executive office shall be fixed by the Board and may be by way of salary, commission, participation in profits or otherwise and either in addition to or inclusive of any fee payable to him for his services as Director pursuant to these Articles provided that such remuneration does not in aggregate exceed a sum determined from time to time by the Remuneration Committee of the Board.

### **24.3 Termination**

Any appointment of a Director to an executive office shall terminate immediately if he ceases to be a Director but without prejudice to any claim for damages for breach of contract between the Director and the Company. A Director appointed to an executive office shall not cease to be a Director merely because his appointment to that executive office terminates.

## **25. ALTERNATE DIRECTORS**

### **25.1 Appointment**

Each Director (other than an alternate Director) may, for a period of no more than six months in any twelve month period by notice to the Company, appoint another Director or any other person approved for that purpose by the Board and willing to act, as his alternate and may remove him from that office at any time during his appointment.

### **25.2 Participation in meetings during the period of appointment**

25.2.1 During his appointment, an alternate Director shall be entitled to receive notice of all Board meetings and of all meetings of committees of which his appointer is a Member, to attend and vote at any such meeting at which his appointer is not personally present and generally to exercise and discharge all the functions, powers and duties of his appointer as a Director in his absence.

25.2.2 Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate in addition to his own vote if he is also a Director, but he shall count as only one person for the purpose of determining whether a quorum is present.

### **25.3 Alternate responsible for own acts**

Every person acting as an alternate Director shall be subject in all respects to these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the Director appointing him.

### **25.4 Expenses and remuneration**

An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive from the Company any fee or remuneration in his capacity as an alternate Director, except such part (if any) of the remuneration payable to his appointer as the appointer may, by notice to the Company, direct.

## **25.5 Termination of appointment**

Any person appointed as an alternate Director shall cease to be an alternate Director:

- 25.5.1 at the expiry of the period referred to in article 25.1 above;
- 25.5.2 if his appointer ceases to be a Director (otherwise than by retirement at a general meeting at which he is re-appointed);
- 25.5.3 if his appointer removes him by notice to the Company;
- 25.5.4 on the happening of any event which, if he is or were a Director, causes or would cause him to vacate that office; or
- 25.5.5 on written notice from the alternate resigning his office being received by the Company.

## **26. PROCEEDINGS OF DIRECTORS**

### **26.1 Board meetings**

The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Director may, and the Secretary at the request of a Director shall, summon a Board meeting at any time.

### **26.2 Notice of board meetings**

- 26.2.1 Notice of a Board meeting may be given to a Director personally or by word of mouth or given in writing or by Electronic Communications at such address as he may from time to time specify for this purpose (or, if he does not specify an address, at his last known address). A Director may waive his right to receive notice of any meeting either prospectively or retrospectively.
- 26.2.2 A Director absent or intending to be absent from the United Kingdom may request to the Board that notice of Board meetings shall, during his absence, be sent to him in writing or by Electronic Communications to such address as may be notified by him to the Company for that purpose, but he shall not be entitled to a longer period of notice than if he had been present in the United Kingdom. If no such request is made it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from the United Kingdom.

### **26.3 Quorum**

The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two. Subject to these Articles, any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the end of the Board meeting if no other Director objects. A Director shall not be counted in the quorum in relation to a resolution on which he is not entitled to vote.

### **26.4 Chairman or deputy to preside**

- 26.4.1 The Board may appoint a chairman and one or more deputy chairman or chairmen and may at any time revoke any such appointment.
- 26.4.2 The chairman, or failing him any deputy chairman (the longest in office taking precedence if more than one is present), shall preside at all Board meetings. If no chairman or deputy chairman has been appointed, or if he is not present within 5 minutes after the time fixed for holding the meeting, or is unwilling to act as chairman of the meeting, the Directors present shall choose one of their number to act as chairman of the meeting.

### **26.5 Competence of board meetings**

A Board meeting at which a quorum is present shall be competent to exercise all the powers and authorities for the time being vested in or exercisable by the Board.

## **26.6 Voting**

Questions arising at any Board meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

## **26.7 Board meetings by telephone etc.**

26.7.1 A Board meeting may consist of a conference between Directors some or all of whom are in different places provided that each Director may participate in the business of the meeting whether directly, by telephone or by any other electronic means which enables him:

- (a) to hear each of the other participating Directors addressing the meeting; and
- (b) if he so wishes, to address all of the other participating Directors simultaneously.

26.7.2 A quorum is deemed to be present if at least the number of Directors required to form a quorum may participate in the manner specified in article 26.7.1 above in the business of the meeting.

26.7.3 A Board meeting held in the manner specified in article 26.7.1 above is deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

## **26.8 Resolutions without meetings**

26.8.1 A resolution which is signed or approved by all the Directors (or all members of a committee of the Board) entitled to vote on that resolution shall be as valid and effectual as if it had been passed at a Board meeting (or meeting of a committee of the Board as the case may be) duly called and constituted.

26.8.2 The resolution may be contained in one document or Electronic Communication or in several documents or Electronic Communications in like form, each signed or approved by one or more of the Directors concerned.

26.8.3 For the purpose of this article 26.8:

- (a) the signature or approval of a validly appointed alternate Director (if any) shall suffice in place of the signature of the Director appointing him; and
- (b) the approval of a Director or a validly appointed alternate Director shall be given in writing or by electronic means.

## **26.9 Validity of acts of directors in spite of formal defect**

All acts done by a meeting of the Board, or of a committee of the Board, or by any person acting as a Director (other than an alternate director), shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or member of the committee, or that any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and qualified and had continued to be a Director and had been entitled to vote.

## **27. MINUTES**

### **27.1 Minutes required to be kept**

The Board shall cause minutes to be made in books kept for the purpose:

- 27.1.1 of all appointments of officers made by the Board and of any remuneration fixed;
- 27.1.2 of the names of all the Directors and alternate Directors present at each meeting of the Board and of any committee of the Board; and
- 27.1.3 of all resolutions and proceedings of all meetings of the Company or any class of Members, and of the Board and any committee of the Board.



**27.2 Minutes conclusive**

Any such minutes, if purporting to be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting or the Secretary, shall be prima facie evidence of the matters stated in them without any further proof.

**28. GENERAL POWERS OF THE BOARD**

**28.1 General powers**

28.1.1 Subject to such directions (consistent with any provisions of these Articles or of the Statutes) as may be given by the Company in general meeting, the business of the Company shall be managed by the Directors who, in addition to the powers and authorities expressly conferred upon them by these Articles or otherwise, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and as are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting.

28.1.2 No direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such direction had not been given.

28.1.3 The provisions contained in these Articles as to any specific power of the Directors shall not be deemed to abridge, limit or restrict the general powers given by this article 28.1.

**28.2 Power to act notwithstanding vacancy**

The continuing Directors (or the sole continuing Director) at any time may act notwithstanding any vacancy in their number, but if the number of Directors is less than the minimum number fixed by or in accordance with these Articles, they or he may act for the purpose of appointing a Director or Directors or calling a general meeting to make such appointments, but not for any other purpose. If there are no Director or Directors able or willing to act, any two Members may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall hold office (subject to these Articles) only until the dissolution of the annual general meeting next following such appointment unless he is re-elected during such meeting.

**28.3 Provisions for employees**

The Board may exercise any of the powers conferred by the Statutes to make provision for the benefit of any persons employed or formerly employed by the Company or any of its subsidiary undertakings (or any member of his family or any person who is dependent on him) in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiary undertakings. Any payments to be made pursuant to any power exercised under this article shall be made in accordance with section 247 of the Act.

**28.4 Exercise of voting rights**

The Board may exercise the voting power conferred by the shares in any body corporate held or owned by the Company in such manner in all respects as it thinks fit (including the exercise of that power in favour of any resolution appointing any Director as a director of such body corporate, or voting or providing for the payment of remuneration to the directors of such body corporate).

**28.5 Offices including the title "director"**

The Board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a Director of the Company, and the holder shall not be empowered in any respect to act as, or be deemed to be, a Director of the Company for any of the purposes of these Articles or the Statutes.

**28.6 Overseas registers**

Subject to the Statutes, the Board may exercise the powers conferred on the Company with regard to the keeping of an overseas branch, local or other register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.

**29. BORROWING POWERS**

**29.1 Power to borrow and give security**

29.1.1 Subject to article 29.2, the Directors may exercise all the powers of the Company to borrow or raise money on or by the issue or sale of any bonds, debentures or securities, and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as they may in their absolute discretion think proper, including a right for the holders of bonds, debentures or securities to exchange the same for shares in the Company of any class authorised to be issued.

29.1.2 Subject to article 29.2, the Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage of or charge on all or any part of the undertaking, property or assets of the Company, both present and future, and on any capital remaining unpaid on the shares of the Company whether called up or not, or by any other security. The Directors may confer on any mortgagee, chargee or person in whom any debenture or security is vested such rights and powers as they think necessary or expedient. The Directors may vest any property or assets of the Company in trustees for the purpose of securing any moneys so borrowed or raised and confer upon the trustees or any receiver to be appointed by them or by any debenture-holder such rights and powers as the Directors may think necessary or expedient in relation to the undertaking, property or assets of the Company so vested or the management or the realisation thereof or the making, receiving, or enforcing of calls on the Members in respect of unpaid capital, and otherwise. The Directors may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.

**29.2 Borrowing limit**

The Board shall restrict the borrowings of the Company and exercise all voting and other rights and powers of control exercisable by the Company in respect of its subsidiary undertakings so as to procure (but as regards its subsidiary undertakings only so far as it can procure by such exercise) that the aggregate principal amount at any one time outstanding in respect of Moneys Borrowed by the Group (exclusive of Moneys Borrowed by one Group Company from another and after deducting Cash Deposited) shall not at any time, without the previous sanction of an ordinary resolution of the Company, exceed an amount equal to 2 times the Adjusted Capital and Reserves.

**29.3 Definitions**

For the purposes of this article 29, the following definitions shall apply:

**Adjusted Capital and Reserves**

a sum equal to the aggregate from time to time of:

- (a) the amount paid up on the allotted or issued share capital of the Company; and
- (b) the amount standing to the credit of the reserves, whether or not distributable (including any revaluation reserve, merger reserve, share premium account or capital redemption reserve), after adding or deducting any balance standing to the credit or debit of the profit and loss account of the Group

all as shown in the Relevant Balance Sheet, but after:

- (i) making such adjustments as may be appropriate to reflect:

- (A) any variation in the amount of the paid up share capital and the amount standing to the credit of any of such reserves since the date of the Relevant Balance Sheet and so that, for the purpose of making such adjustments, if any proposed allotment of shares by the Company for cash has been underwritten, then such shares shall be deemed to have been allotted and the amount (including the premium) of the subscription moneys (not being moneys payable later than six months after the date of allotment) shall be deemed to have been paid up to the extent so underwritten on the date when the issue of such shares was underwritten (or, if the underwriting was conditional, the date on which it became unconditional);
- (B) any variation since the date of the Relevant Balance Sheet of the companies comprising the Group;
- (ii) excluding (so far as not already excluded):
  - (A) amounts attributable to the proportion of the issued equity share capital of any subsidiary undertaking which is not attributable, directly or indirectly, to the Company;
  - (B) any sum set aside for taxation (other than deferred taxation); and
- (iii) deducting:
  - (A) sums equivalent to the book values of goodwill and other intangible assets shown in the Relevant Balance Sheet; and
  - (B) the amount of any distribution declared, recommended or made by any Group Company to a person other than a Group Company out of profits accrued up to and including the date of (and not provided for in) the Relevant Balance Sheet;

#### **Cash Deposited**

an amount equal to the aggregate of the amounts beneficially owned by Group Companies which are deposited for the time being with any bank or other person (not being a Group Company) and which are repayable to any Group Company on demand or within three months of such demand, subject, in the case of amounts deposited by a partly-owned subsidiary undertaking, to the exclusion of a proportion equal to the proportion of its issued equity share capital which is not attributable, directly or indirectly, to the Company;

#### **Group Company**

any company in the Group;

#### **Moneys Borrowed**

includes not only borrowings but also the following except in so far as otherwise taken into account:

- (a) the nominal amount of any issued share capital and the principal amount of any debenture or borrowing of any person, the beneficial interest or right to repayment of which is not for the time being owned by a Group Company but the payment or repayment of which is the subject of a guarantee or indemnity by a Group Company or is secured on the assets of a Group Company;
- (b) the principal amount raised by any Group Company by acceptances or under any acceptance credit opened on its behalf by any bank or acceptance house (not being a Group Company) other than acceptances and acceptance credits relating to the purchase of goods or services in the ordinary course of trading and outstanding for six months or less;

- (c) the principal amount of any debenture (whether secured or unsecured) of any Group Company owned otherwise than by a Group Company;
- (d) the principal amount of any preference share capital of any subsidiary undertaking owned otherwise than by a Group Company;
- (e) any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing (but any premium payable on final repayment of an amount not to be taken into account as Moneys Borrowed shall not be taken into account); and
- (f) any fixed amount in respect of a hire-purchase agreement or of a finance lease payable in either case by a Group Company which would be shown at the material time as an obligation in a balance sheet prepared in accordance with the accounting principles used in the preparation of the Relevant Balance Sheet (and for the purpose of this paragraph **finance lease** means a contract between a lessor and a Group Company as lessee or sub-lessee where substantially all the risks and rewards of the ownership of the asset leased or sub-leased are to be borne by that Group Company and **hire-purchase agreement** means a contract of hire-purchase between a hire-purchase lender and a Group Company as hirer),

but do not include (in any case):

- (i) moneys borrowed by any Group Company for the purpose of repaying, within six months of being first borrowed, the whole or any part of any moneys borrowed and then outstanding (including any premium payable on final repayment) of that or any other Group Company pending their application for such purpose within that period;
- (ii) moneys borrowed by any Group Company for the purpose of financing any contract in respect of which any part of the price receivable under the contract by that or any other Group Company is guaranteed or insured up to an amount equal to that part of the price receivable under the contract which is so guaranteed or insured;
- (iii) an amount equal to the moneys borrowed of any company outstanding immediately after it becomes a Group Company, provided that it became a Group Company during the six months preceding the calculation;
- (iv) an amount equal to the amount secured on an asset immediately after it was acquired by a Group Company, provided that it was acquired during the six months preceding the calculation;
- (v) temporary debit balances with the bankers of any member of the Group or shown in a member's own books of account, in each case, arising by virtue of delay in clearing funds not exceeding ten days;
- (vi) moneys advanced or paid to any member of the Group (or its agents or nominees) by customers of any member of the Group as unexpended customer receipts or progress payments pursuant to any contract between such customer and a member of the Group;
- (vii) moneys held by any member of the Group whether on deposit or current account or otherwise in connection with any scheme for the benefit of employees or their dependants;
- (viii) amounts due to trade creditors; and
- (ix) notwithstanding articles (a) to (e) above, the proportion of moneys borrowed by a Group Company (and not owing to another Group Company) which is equal

to the proportion of its issued equity share capital not attributable, directly or indirectly, to the Company; and

#### **Relevant Balance Sheet**

the latest published audited consolidated balance sheet of the Group but, where the Company has no subsidiary undertakings, it means the latest published audited balance sheet and profit and loss account of the Company and, where the Company has subsidiary undertakings but there are no consolidated accounts of the Group, it means the respective latest published audited balance sheets and profit and loss accounts of the companies comprising the Group.

#### **29.4 Conversion to sterling**

For the purposes of calculating the aggregate amount of Moneys Borrowed on any particular day, any sums denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:

- 29.4.1 at the rate of exchange used for the conversion of that currency in the Relevant Balance Sheet; or
- 29.4.2 if no rate was so used, at the middle market rate of exchange prevailing at the close of business in London on the date of the Relevant Balance Sheet; or
- 29.4.3 where the repayment of such sum is expressly covered by a forward purchase contract, currency option, back-to-back loan, swap or other arrangements taken out and entered into to reduce the risk associated with fluctuations in exchange rates, at the rate of exchange specified in that document,

but if the amount in sterling resulting from conversion at that rate would be greater than that resulting from conversion at the middle market rate prevailing in London at the close of business on the business day immediately preceding the day on which the calculation falls to be made, the latter rate shall apply instead.

#### **29.5 Auditors' report or certificate**

A report or certificate of the Auditors:

- 29.5.1 as to the amount of the Adjusted Capital and Reserves or the amount of Moneys Borrowed falling to be taken into account for the purposes of this article 29; or
- 29.5.2 to the effect that the limit imposed by this article 29 has not been or will not be exceeded at any particular time or times or as a result of any particular transaction or transactions,

shall be conclusive evidence of the amount or of that fact.

#### **29.6 Persons dealing with the company**

No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this article 29 is observed. No debt incurred or security given in excess of the limit shall be invalid or ineffectual, except in the case of express notice to the lender or recipient of the security at the time when the debt was incurred or security given that the limit had been or would thereby be exceeded.

#### **30. DELEGATION OF BOARD'S POWERS**

##### **30.1 Matters reserved for the Board**

The Board may from time to time identify those matters which may not be delegated and which must be determined by the Board.

##### **30.2 Delegation to individual directors**

Save in respect of the Reserved Matters the Board may entrust to and confer upon any Director holding an executive office any of its powers and authorities (with power to sub-delegate) on such terms and conditions as it thinks fit and may revoke or vary all or any of them.

### **30.3 Committees**

- 30.3.1 Save in respect of the Reserved Matters the Board may delegate any of its powers and authorities (with power to sub-delegate) to any committee consisting of such person or persons (whether Directors or not) as it thinks fit, provided that:
- (a) the majority of the members of the committee are Directors; and
  - (b) no meeting of the committee shall be quorate for the purpose of exercising any of its powers or authorities unless a majority of those present are Directors.
- 30.3.2 The Board may make any such delegation on such terms and conditions as it thinks fit and may revoke or vary any such delegation and discharge any committee wholly or in part. Any committee so formed shall, in the exercise of the powers and authorities so delegated, conform to any regulations that may be imposed on it by the Board.
- 30.3.3 The proceedings of a committee with two or more members shall be conducted in accordance with any regulations imposed on it by the Board and (subject to such regulations) in accordance with these Articles regulating the proceedings of the Board so far as they are capable of applying. Where the Board resolves to delegate any of its powers, authorities and discretions to a committee and such resolution states that the committee shall consist of any one or more unnamed Directors, it shall not be necessary to give notice of a meeting of such committee to any Directors other than the Director or Directors who form the committee.

### **30.4 Local boards**

- 30.4.1 Save in respect of the Reserved Matters:
- (a) the Board may establish any local or divisional board or agency for managing any of the affairs of the Company whether in the United Kingdom or elsewhere and may appoint any persons to be members of a local or divisional board, or to be managers or agents, and may fix their remuneration; and
  - (b) the Board may delegate to any local or divisional board, manager or agent any of its powers and authorities (with power to sub-delegate) and may authorise the members of any local or divisional board or any of them to fill any vacancies and to act notwithstanding vacancies.
- 30.4.2 Any appointment or delegation under this article 30.4 may be made on such terms and subject to such conditions as the Board thinks fit and the Board may remove any person so appointed, and may revoke or vary any delegation.

### **30.5 Powers of attorney**

The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company on such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers and authorities (with power to sub-delegate). The Board may remove any person appointed under this article 30.5 and may revoke or vary the delegation.

## **31. DIRECTORS' INTERESTS**

### **31.1 Director may hold office of profit under and may contract with Company**

- 31.1.1 Subject to article 31.3, a Director may hold any other office or place of profit in the Company, except that of Auditor, in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to the Company and, in any such case, on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other provision of these Articles.

- 31.1.2 No Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either in regard to such other office or place of profit or acting in a professional capacity for the Company or as seller, purchaser or otherwise.
- 31.1.3 Subject to the provisions of the Statutes and save as provided in any such contract, arrangement, transaction or proposal, no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be avoided, nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the Company for any profit realised by any such contract, arrangement, transaction or proposal by reason of such Director holding that office or of the fiduciary relationship established by such arrangement but the nature and extent of his interest shall be disclosed by him in accordance with the Statutes.

**31.2 Director's ability to vote on interested transactions**

- 31.2.1 Save as provided in this article 31.2, a Director shall not vote in respect of any contract, arrangement, transaction or proposed contract, transaction or arrangement or any other proposal whatever in which he (together with any person connected (within the meaning of section 252 of the Act) with him) has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company.
- 31.2.2 Subject to article 32.5, a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:
- (a) the giving of any security, guarantee or indemnity to him in respect of money lent or obligations incurred by him, or any other person, at the request of or for the benefit of the Company or any of its subsidiary undertakings;
  - (b) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part either alone or jointly with others, under a guarantee or indemnity or by the giving of security;
  - (c) any proposal, contract, arrangement or transaction concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase in which offer he is or may be entitled to participate as a holder of securities or is to be interested as a participant in the underwriting or sub-underwriting thereof;
  - (d) any contract, arrangement, transaction or other proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or member or otherwise howsoever provided that he (together with any person connected (within the meaning of section 252 of the Act) with him) is not the holder of or interested in 1% or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this article 31.2 to be a material interest in all circumstances);
  - (e) any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of a pension, superannuation or similar fund or scheme, a retirement, death or disability benefits fund or scheme or an employees' share scheme which has been approved by or

is subject to and conditional upon approval by HM Revenue & Customs for taxation purposes or does not accord to any Director as such any privilege or benefit not awarded to the employees to which such fund or scheme relates; or

- (f) any proposal concerning the grant, purchase and/or maintenance of any insurance for the benefit of Directors or for the benefit of persons including Directors.

**31.3 Director's interest in own appointment**

A Director shall not vote or be counted in the quorum at a meeting in respect of any resolution of the Board or a committee of the Board concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, to an office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each Director and, in that case, each of the Directors concerned (if not otherwise debarred from voting under this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.

**31.4 Chairman's ruling conclusive on Director's interest**

If any question arises at any meeting as to the entitlement of any Director (other than the chairman of the meeting) to vote or be counted in the quorum, and the question is not resolved by that Director voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chairman of the meeting and his ruling in relation to the Director concerned shall be final and conclusive.

**31.5 Directors' resolution conclusive on chairman's interest**

If any question arises at any meeting as to the entitlement of the chairman to vote or be counted in the quorum, and the question is not resolved by the chairman voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be decided by a resolution of the Directors present at the meeting (excluding the chairman) and the resolution shall be final and conclusive.

**31.6 Declaration of Director's interest**

Without prejudice to the requirements of the Statutes, a Director who is in any way, directly or indirectly, interested in a contract, arrangement, transaction or proposal with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal is first taken into consideration, if he knows his interest then exists, or, in any other case, at the next meeting of the Board after he knows that he is or has become interested. For the purposes of this article, a general notice given to the Board by a Director to the effect that he is to be regarded as having an interest (of the nature and extent specified in the notice) in any contract, arrangement, transaction or proposal in which a specified person or class of persons is interested is a sufficient declaration of interest in relation to that contract, transaction, arrangement or proposal. An interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge is not treated as his interest.

**31.7 Suspension of relaxation of provisions concerning Directors' interests**

Subject to the Act and to the Regulatory Requirements, the Company may by ordinary resolution suspend, vary or relax any provision in these Articles concerning the Directors' interests in relation to the Company, either generally or in respect of any particular matter, or ratify any contract, arrangement or other proposal not authorised by reason of a contravention of any such provision.



**31.8 Interests of connected persons and alternates**

31.8.1 For the purpose of this article 31 and article 32, an interest of a person who is, for the purposes of section 252 of the Act, connected with a Director shall be treated as such Director's interest and, in relation to an alternate Director, an interest of his appointor shall be treated as that such alternate's interest.

31.8.2 This article 31 and article 32 applies to an alternate Director as if he were a Director otherwise appointed.

**32. AUTHORISATION OF DIRECTOR'S CONFLICT OF INTEREST**

32.1 The Directors may, in accordance with the requirements set out in this article 32, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).

32.2 Any authorisation under this article will be effective only if:

32.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

32.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

32.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.

32.3 Any authorisation of a Conflict under this article 32 may (whether at the time of giving the authorisation or subsequently):

32.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

32.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

32.3.3 be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

32.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

32.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

32.4.2 use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.

32.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:

32.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

32.5.2 is not given any documents or other information relating to the Conflict; and

32.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

32.6 Where the Directors authorise a Conflict:

- 32.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- 32.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 32.7 A Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in any other Group company and no authorisation under article 32.1, shall be necessary in respect of such interest.
- 32.8 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 33. SECRETARY**
- 33.1 Subject to the provisions of the Statutes, the Board may appoint the Secretary for such term, at such remuneration and on such conditions as it may think fit. Any Secretary so appointed may be removed by the Board, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit, two or more persons may be appointed as joint secretaries.
- 33.2 The Directors may at any time and from time to time appoint any person to be an assistant or deputy secretary of the Company and anything authorised or required by these Articles or by law to be done by or to the secretary may be done by or to any such assistant or deputy secretary. Any assistant or deputy secretary so appointed may be removed by the Directors.
- 34. AUTHENTICATION OF DOCUMENTS**
- 34.1 **Power to authenticate**
- Any Director, the Secretary or any person appointed by the Board for the purpose shall have power to authenticate, and to certify as true, copies of and extracts from:
- 34.1.1 any document comprising or affecting the constitution of the Company;
- 34.1.2 any resolution passed by the Company or the Board or any committee; and
- 34.1.3 any books, records, documents and accounts relating to the business of the Company.
- 34.2 **Documents not kept at the registered office**
- Where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having their custody shall be deemed to be a person appointed by the Board for the purposes of article 34.1.
- 34.3 **Certification conclusive**
- A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting of the Company, the Board or any committee which is certified pursuant to article 34.1 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.
- 35. DIVIDENDS**
- 35.1 **Declaration of dividends by the Company**
- Subject to the Statutes, the Company may, by ordinary resolution, declare dividends to be paid to the Members according to their respective rights and interests in the profits of the Company. No dividend shall exceed the amount recommended by the Board.

## **35.2 Fixed and interim dividends**

Subject to the Statutes, the Board may pay such interim dividends (including any dividend payable at a fixed rate) as appears to the Board to be justified by the financial position of the Company. If the share capital of the Company is divided into different classes, the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividend as well as on shares conferring preferential rights, unless at the time of payment any preferential dividend is in arrears. If the Board acts in good faith, none of the Directors shall incur any liability to the holders of shares conferring preferential rights for any loss such holders may suffer in consequence of the payment of an interim dividend on any shares ranking after those with preferential rights.

## **35.3 Apportionment of dividends**

Except insofar as the rights attaching to, or the terms of issue of, any shares otherwise provide:

35.3.1 all dividends shall be declared and paid according to the amounts paid up (other than amounts paid up in advance of calls) on the shares in respect of which the dividend is paid; and

35.3.2 all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

## **35.4 Entitlement to dividends**

Every dividend shall belong and be paid (subject to the Company's lien) to those Members who shall be on the Register at the date fixed by the Directors for the purpose of determining the persons entitled to such dividend (whether the date of payment or some other date) notwithstanding any subsequent transfer or transmission of shares.

## **35.5 Currency**

The Board may agree with any Member that at the Member's sole cost, dividends which may be declared or become due on his shares in one currency shall be paid or satisfied in another. The basis for the conversion shall be the commercial spot rate as at the date of declaration of the dividend as published by the Company's bank, unless the Board, in its sole discretion agrees an alternative basis of conversion.

## **35.6 Method of payment**

The Company may pay any dividend or other sum payable in respect of a share:

35.6.1 in cash;

35.6.2 by cheque or dividend warrant payable to the holder or person entitled to payment;

35.6.3 by direct debit, bank or other funds transfer system or by such other electronic means (including, in the case of an Uncertificated Share, a Relevant System) to such account as the holder or person entitled to payment may notify to the Company for the purpose; or

35.6.4 by any other method as may be agreed between the Company and the holder or person entitled to payment or as the Board may otherwise decide.

## **35.7 Joint entitlement**

If two or more persons are registered as joint holders of a share, or are jointly entitled by transmission or otherwise to a share, the Company may:

35.7.1 pay any dividend or other moneys payable in respect of the share to any one of them and any one of them may give an effective receipt for that payment; and

35.7.2 for the purposes of this article 35.7, rely in relation to the share on the written direction, designation or agreement of, or notice to the Company by, any one of them.

**35.8 Payment by post**

Any cheque or dividend warrant may be sent by post to the registered address of the holder (or, in the case of joint holders, to the registered address of that person whose name stands first in the Register in respect of the relevant share) or to such other address as the holder or person entitled to payment may notify to the Company for the purpose.

**35.9 Discharge to Company and risk**

Every cheque or warrant is sent, and payment in any other way is made, at the risk of the person or persons entitled to it and the Company shall not be responsible for any sum lost or delayed when it has sent or transmitted the sum in accordance with these Articles. Clearance of a cheque or warrant or transmission of funds through a bank or other funds transfer system or by such other electronic means as is permitted by these Articles shall be a good discharge to the Company.

**35.10 Dividends not to bear interest**

Unless otherwise provided by the rights attached to the share, no dividend or other moneys payable by the Company on or in respect of any share shall bear interest as against the Company.

**35.11 Deductions and withholding**

35.11.1 The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to shares of the Company.

35.11.2 The Directors may withhold any dividend or other moneys payable to any Member on or in respect of shares representing at least 0.25% of the shares of the relevant class if such Member or any person appearing to be interested in any such shares has been duly served with, but is in default in complying with, a Section 793 Notice in accordance with article 7 in respect of such shares. Any such dividend or other moneys so withheld shall be paid to the Member entitled to them within seven days after the earlier of the occurrence of the two events described in articles 7.4.2 and 7.4.3.

35.11.3 Any dividends or other moneys withheld pursuant to this article 35.11 shall not bear interest as against the Company. Pending payment, the dividends may be invested or otherwise made use of by the Directors for the benefit of the Company and the Company shall not be constituted a trustee in respect of them.

35.11.4 The Directors may also withhold payment of a dividend (or part of a dividend) payable to a person entitled by transmission to a share until he has provided any evidence of his right that the Directors may reasonably require.

**35.12 Unclaimed dividends etc**

35.12.1 Without prejudice to the Board's discretion to declare a dividend unclaimed, in the event that a dividend recipient does not specify an address, or does not specify an account of a type prescribed by the Board, or other details necessary in order to make a payment of a dividend or other distribution by the means by which the Board have decided in accordance with this article that a payment is to be made, or by which the dividend recipient has elected to receive payment, and such address or details are necessary in order for the Company to make the relevant payment in accordance with such decision or election or if payment cannot be made by the Company using the details provided by the dividend recipient, then the dividend shall be treated as unclaimed for the purposes of these articles.

35.12.2 All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted as a trustee in respect of such dividends, interest or other sums.

- 35.12.3 All dividends unclaimed for a period of twelve years after having been declared or become due for payment shall be forfeited and cease to remain owing by the Company.

**35.13 Uncashed dividends**

If a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with these Articles is left uncashed or is returned to the Company:

- 35.13.1 on two or more consecutive occasions; or
- 35.13.2 on one occasion and reasonable enquiries have failed to establish any new address or, with respect to a payment to be made by a funds transfer system, a new account, for that person,

the Company shall not be obliged to send any dividends or other sums payable in respect of that share to that person until he notifies the Company of an address or, where the payment is to be made by a funds transfer system, details of the account, to be used for the purpose.

**35.14 Dividends in specie**

The Board may, with the authority of an ordinary resolution of the Company, direct that payment of any dividend may be satisfied wholly or in part by the distribution of specific assets and, in particular, of paid up shares or debentures of any other company. Where any difficulty arises with the distribution, the Board may settle the difficulty as it thinks fit and, in particular, may:

- 35.14.1 issue fractional certificates (or ignore fractions);
- 35.14.2 fix the value for distribution of the specific assets or any part of them;
- 35.14.3 determine that cash payments be made to any Members on the basis of the value so fixed in order to secure equality of distribution; and
- 35.14.4 vest any of the specific assets in trustees on such trusts for the persons entitled to the dividend as the Board may think fit.

If the shares in respect of which such dividends in specie is paid are uncertificated, any shares in the Company which are issued as a non cash dividend in respect of them must be uncertificated.

**35.15 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:

- 35.15.1 the share has more than one holder; or
- 35.15.2 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.

**35.16 Scrip dividends**

- 35.16.1 The Board may, with the authority of an ordinary resolution of the Company and in accordance with the following provisions of this article 35.15, offer any holders of shares the right to elect to receive further new shares credited as fully paid instead of cash in respect of all (or some part) of any dividend specified by the ordinary resolution (**Scrip Dividend**).
- 35.16.2 The ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than five years after the date of the meeting at which the ordinary resolution is passed.
- 35.16.3 The entitlement of each holder of shares to new shares shall be such that the value of the entitlement shall be as nearly as possible equal to (but not greater

than) the cash amount which would otherwise have been paid (disregarding the amount of any associated tax credit).

- 35.16.4 For the purposes of article 35.16.3 the value of the new shares shall be:
- (a) equal to the average middle-market quotation for Ordinary Shares, adjusted if necessary for the proposed dividend, as published by the London Stock Exchange plc (or as established from such other source as the Board considers appropriate) for the 5 business days immediately preceding or following the announcement of the cash dividend to which the Scrip Dividend relates, as the Board may decide; or
  - (b) calculated in such manner as may be determined by or in accordance with the ordinary resolution (but shall never be less than the par value of the new ordinary share),
- and a certificate or report by the Auditors as to the value of a new share in respect of any Scrip Dividend shall be conclusive.
- 35.16.5 The Board shall give notice to the holders of shares of their rights of election in respect of the Scrip Dividend and shall specify the procedure to be followed in order to make an election.
- 35.16.6 The Board shall not proceed with a Scrip Dividend unless the Company has sufficient undistributed profits or reserves to give effect to elections which could be made to receive that Scrip Dividend.
- 35.16.7 The Board may decide that the right to elect for any Scrip Dividend shall not be made available to Members resident in any territory where, in the opinion of the Board, compliance with local laws or regulations would be impossible or unduly onerous.
- 35.16.8 The Board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election pursuant to this article 35.15 is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.
- 35.16.9 The dividend, or that part of it in respect of which an election for the Scrip Dividend is made, shall not be payable in cash and instead new shares shall be allotted in accordance with elections duly made. The Board shall capitalise a sum out of such sums available for the purpose equal to the aggregate nominal amount of the new shares to be allotted and apply it in paying up in full the appropriate number of new shares.
- 35.16.10 The new shares so allotted shall rank *pari passu* in all respects with the fully paid shares then in issue except as regards participation in the relevant dividend.
- 35.16.11 No fractions of a share shall be allotted. The Board may make such provisions as it thinks fit for fractional entitlements including:
- (a) payment in cash to holders in respect of their fractional entitlements;
  - (b) provision for the accrual, retention or accumulation of all or part of the benefit of fractional entitlements to or by the Company or by or on behalf of any holder; and/or
  - (c) the application of any accrual, retention or accumulation to the allotment of fully paid shares to any holder.
- 35.16.12 The Board may do all acts and things it considers necessary or expedient to give effect to the provisions of a Scrip Dividend election and the issue of any shares in accordance with the provisions of this article 35.15.

## **36. RESERVES AND CAPITALISATION**

### **36.1 Reserves**

The Board may, before recommending any dividend (whether preferential or otherwise), carry to reserve out of the profits of the Company such sum as it thinks fit. All sums standing to reserve may be applied from time to time, at the discretion of the Board, for any purpose to which the profits of the Company may properly be applied, and pending such application may either be employed in the business of the Company or be invested in such investments as the Board thinks fit. The Board may divide the reserve into such special funds as it thinks fit, and may consolidate into one fund the whole or any part of such special funds. The Board may also, without placing them to reserve, carry forward any profits which it may think prudent not to distribute.

### **36.2 Capitalisation of reserves and profits**

The Board may, with the authority of an ordinary resolution of the Company, resolve to capitalise any sum standing to the credit of any reserve or other fund of the Company (including share premium account and capital redemption reserve) or any sum standing to the credit of profit and loss account not required for the payment of any preferential dividend (whether or not it is available for distribution) and may:

36.2.1 appropriate that sum as capital to the holders of shares in proportion to the nominal amount of the share capital held by them respectively and apply that sum on their behalf:

- (a) in paying up the whole or part of any amounts which are unpaid in respect of any issued shares in the Company held by them respectively; or
- (b) in paying up in full any shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those Members, or as they may direct, in those proportions; or
- (c) otherwise as directed by the resolution,

provided that the share premium account and the capital redemption reserve and any sum not available for distribution in accordance with the Statutes may only be applied in paying up shares to be allotted credited as fully paid up;

36.2.2 resolve that any shares so allotted to any Member in respect of a holding by him of any partly paid shares shall, so long as the shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends;

36.2.3 where shares or debentures become distributable in fractions under this article 36.2, make such provision as they think fit in relation to fractional entitlements including:

- (a) the issue of fractional certificates;
- (b) ignoring fractions; or
- (c) accruing the benefit of fractions to the Company rather than to the Members concerned;

36.2.4 authorise any person to enter into an agreement with the Company on behalf of all the Members concerned providing for either:

- (a) the allotment to the Members respectively, credited as fully paid, of any shares, debentures or other obligations to which they are entitled on the capitalisation; or
- (b) the payment by the Company on behalf of the Members of the amounts, or any part of the amounts, remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under that authority shall be binding on all such Members; and

36.2.5 generally do all acts and things required to give effect to the resolution.

## **37. RECORD DATES**

Notwithstanding any other provision of these Articles, but without prejudice to any rights attached to any shares and subject to the Act, the Company or the Board may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made. In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

## **38. ACCOUNTS**

### **38.1 Accounting records**

The Board shall cause accounting records to be kept in accordance with the Statutes.

### **38.2 Inspection of records**

No Member shall (in their capacity as Member) have any right to inspect any accounting records or other books or documents of the Company unless he is authorised to do so by statute, by order of the court, by the Board or by ordinary resolution of the Company.

### **38.3 Sending of annual accounts**

Subject to the Statutes and to article 38.4 and subject to the Company being aware of the relevant person's address, a copy of the Company's annual accounts, together with a copy of the Directors' report for the financial year and the Auditors' report on those accounts shall, at least 21 Clear Days before the date of the meeting at which copies of those documents are to be laid in accordance with the provisions of the Statutes, be sent to every Member, every holder of the Company's debentures and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Statutes or of these Articles or, in the case of joint holders of any share or debenture, to one of the joint holders.

### **38.4 Summary financial statements**

Subject to the Statutes, the requirements of article 38.3 shall be deemed satisfied in relation to any person by sending to the person, instead of the documents referred to in that Article, a summary financial statement derived from the Company's annual accounts and the Directors' report, which shall be in the form and containing the information prescribed by the Statutes.

## **39. NOTICES**

### **39.1 Form of notices**

Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board) shall be in writing or shall be given using Electronic Communications to an address for the time being notified for that purpose to the person giving the notice.

### **39.2 Methods of service**

Any notice or document may be sent by the Company to any Member by any of the following methods:

39.2.1 personally;

39.2.2 by sending it through the post in a prepaid envelope addressed to the Member at his registered address;

39.2.3 by leaving it at his registered address;



- 39.2.4 by sending it by Electronic Communications to an address for the time being notified to the Company by the Member for that purpose;
- 39.2.5 by a Relevant System; or
- 39.2.6 by any other means permitted by the Act.

### **39.3 Electronic communications**

#### **39.3.1 Documents sent in electronic form by the Company**

Subject to any requirement of the Statutes and provided that the Company has complied with all Regulatory Requirements, the Company may send any documents or notices to its Members in electronic form and such documents or notices will be validly sent provided that:

- (a) the Member has agreed either generally or in respect of a specific matter (or, in the case of a company, is deemed to have agreed by a provision in the Act that documents or notices can be sent in electronic form);
- (b) the documents are documents to which the agreement applies; and
- (c) copies of the documents are sent in electronic form to the address notified by the Member to the Company for that purpose.

#### **39.3.2 Documents communicated by website**

- (a) Subject to any requirement of the Statutes and provided that the Company has complied with all Regulatory Requirements, the Company may send any documents or notices to its Members by means of a website and any such documents or notices will be validly sent provided that:
  - (I) the Member has expressly agreed (generally or specifically) that documents or notices may be sent by means of a website to him or he has been asked (individually) to agree that documents and notices can be sent by means of a website and the Company has received no response to that request within 28 days from the date on which the request was sent;
  - (II) the documents are documents to which the agreement applies; and
  - (III) the Member is notified of the presence of the documents on the website, the address of the website, the place on the website where the documents may be accessed and how they may be accessed.
- (b) Documents must be available on the website for a period of not less than 28 days from the date of notification unless the Statutes make provision for any other time period.
- (c) If the documents are published on the website for a part only of the period of time referred to in article 39.3.2(b), they will be treated as being published throughout the period if the failure to publish throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

### **39.4 Any other means**

Any document, information or notice that is sent or supplied otherwise than in hard copy or electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the intended recipient.

**39.5 Notice to joint holders**

In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the Register in respect of the joint holding, and any notice or document so sent shall be deemed sufficient service to all the joint holders.

**39.6 Registered address outside the United Kingdom**

Any Member with a registered address outside the United Kingdom who gives to the Company an address within the United Kingdom (at least 14 Clear Days before the notice or other document or information is sent) at which notices or other documents may be sent to him, or an address to which notices or other documents may be sent using Electronic Communications, shall be entitled (subject to the agreement of the Company in the case of Electronic Communications) to have notices or other documents sent to him at that address, but otherwise shall not be entitled to receive any notice or other document from the Company.

**39.7 Deemed receipt of notice of meeting**

Any Member present, either in person or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where required, of the purposes for which such meeting was convened.

**39.8 Deemed service**

39.8.1 A notice or other document required to be sent by the Company to any Member, if served by post to an address in the United Kingdom, shall be deemed to have been served one day after (or, where second class mail is used, two days after) the envelope containing the notice or other document is posted, and in proving such service it shall be sufficient to prove that the envelope containing the notice or document was properly addressed, stamped, and duly posted.

39.8.2 A notice or other document contained in an Electronic Communication shall be deemed to be served on the day it was sent. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was served. Where a document, information or notice to be given or sent by electronic means has failed to be transmitted after three attempts, then that notice or other document shall nevertheless be deemed to have been sent for the purposes of this article 39.8.2 and, without prejudice to article 39.8.1, that failure shall not invalidate any meeting or other proceeding to which the notice or document relates.

39.8.3 A notice or other document sent by a Relevant System shall be deemed to be served when the Company (or a participant in the Relevant System acting on its behalf) sends the issuer-instruction (as defined in the Regulations) relating to the notice or document.

39.8.4 A notice given by advertisement shall be deemed to have been given or served on the day on which the advertisement is published in accordance with article 39.12.

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

**39.9 Notice binding on transferees**

Every person who by operation of law, transfer or other means becomes entitled to any share shall be bound by any notice in respect of that share (other than a notice issued in accordance with article 7 or section 793 of the Act) which, before his name and address are entered in the Register, has been duly sent to the person from whom he derives his title.

**39.10 Disruption of postal services**

If at any time, by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national newspaper published in the United Kingdom. The notice shall be deemed to have been duly served on all Members entitled to notice at noon on the day on which the advertisement appears. In any such case, the Company shall send confirmatory copies of the notice by post to those Members to whom notice cannot be given by Electronic Communications if, at least 6 Clear Days before the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

**39.11 Notice to persons entitled by transmission**

Any notice or other document may be sent by the Company to a person entitled by transmission to a share by sending it in any manner authorised by these Articles for the sending of a notice or other document to a Member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any similar description, at the address (if any) in the United Kingdom supplied for that purpose by or on behalf of the person claiming to be so entitled. Until such an address has been supplied, a notice or other document may be sent in any manner in which it might have been sent if the death, bankruptcy or other event giving rise to the transmission had not occurred.

**39.12 Notice etc given by advertisement in certain circumstances**

If at any time, by reason of suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same date in at least one national United Kingdom daily newspaper and such notice shall be deemed to have been duly served on all Members and other persons entitled to it at 12 noon on the day when the advertisement appears. In any such case, the Company shall send confirmatory copies of the notice by post if, at least seven days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

**39.13 Omission to send notice**

The accidental omission to send a notice of meeting or a form of proxy or any other document relating to a meeting to, or the non-receipt of the notice, form of proxy or other document by, any person entitled to receive the same shall not invalidate the proceedings at that meeting.

**39.14 Authentication of documents sent by electronic means**

A document or information sent in electronic form by electronic means by a Member or other person to the Company is sufficiently authenticated in any manner authorised by the Act or in such other manner approved by the Board.

**40. DESTRUCTION OF DOCUMENTS**

**40.1 Destruction of documents**

The Company may destroy:

- 40.1.1 any instrument of transfer and any other document on the basis of which an entry is made in the Register, after six years from the date on which it is registered;
- 40.1.2 any dividend mandate or any variation or cancellation of a dividend mandate or any notification of change of name or address, after two years from the date on which it is recorded;
- 40.1.3 any cancelled share certificate, after one year from the date on which it is cancelled; and
- 40.1.4 any paid dividend warrant or cheque, after one year from the date of actual payment.

## **40.2 Presumptions**

Subject to the document being destroyed in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant, it shall conclusively be presumed in favour of the Company that:

- 40.2.1 every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;
- 40.2.2 every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- 40.2.3 every share certificate so destroyed was a valid certificate duly and properly cancelled;
- 40.2.4 every paid dividend warrant and cheque so destroyed was duly paid; and
- 40.2.5 every other document mentioned in article 40.1 so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company.

## **40.3 Liability**

Nothing in this article 40 shall be construed as imposing on the Company or the Board any liability in respect of the destruction of any document earlier than as stated in article 40.1 or in any other circumstances in which liability would not attach to the Company or the Board in the absence of this article 40.

## **40.4 Meaning of destruction**

References in this article 40 to the destruction of any document include references to its disposal in any manner.

## **41. UNTRACED MEMBERS**

### **41.1 Sale of shares of untraced Members**

The Company may sell, in such manner as the Board may decide and at the best price it considers to be reasonably obtainable at that time, any share of a Member, or any share to which a person is entitled by transmission if:

- 41.1.1 during a period of twelve years, at least three cash dividends have become payable in respect of the share to be sold and have been sent by the Company in accordance with these Articles;
- 41.1.2 during that period of twelve years no cash dividend payable in respect of the share has been claimed, no cheque, warrant, order or other payment of a dividend has been cashed, no dividend sent by means of a funds transfer system has been paid and no communication has been received by the Company from the Member or the person entitled by transmission to the share;
- 41.1.3 on or after the expiry of that period of twelve years, the Company has published advertisements both in a national newspaper and in a newspaper circulating in the area of the last known address of the Member or person entitled by transmission to the share or the address at which notices may be given in accordance with these Articles, in each case giving notice of its intention to sell the share;
- 41.1.4 during the period of three months following the publication of the later of those advertisements and after that period until the exercise of the power to sell the share, the Company has not received any communication from the Member or the person entitled by transmission to the share; and
- 41.1.5 if the share is listed on AIM or the Official List of the London Stock Exchange, notice has been given to the London Stock Exchange plc of the Company's intention to make such a sale.

#### **41.2 Further shares**

The Company's power of sale shall extend to any further share which, on or before the date of publication of the first advertisement pursuant to article 41.1.3, is issued in right of a share to which article 41.1 applies (or in right of any share to which this article 41 applies) if the conditions set out in articles 41.1.1 to 41.1.5 are satisfied in relation to the further share (but as if the references to a period of twelve years were references to a period beginning on the date of allotment of the further share and ending on the date of publication of the first of the advertisements referred to above).

#### **41.3 Transfer on sale**

To give effect to a sale under this article 41, the Board may:

41.3.1 if the share is a Certificated Share, authorise any person to execute an instrument of transfer in respect of the share to, or in accordance with the directions of, the buyer; or

41.3.2 if the share is an Uncertificated Share, exercise any of the Company's powers under article 8.5 to effect the sale of the share to, or in accordance with the directions of, the buyer.

The buyer shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

#### **41.4 Application of proceeds of sale**

41.4.1 The Company shall account to the person entitled to the share at the date of sale for a sum equal to the net proceeds of sale and shall be deemed to be his debtor, and not a trustee for him, in respect of them.

41.4.2 Pending payment of the net proceeds of sale to such person, the proceeds may either be employed in the business of the Company or invested in such investments as the Board may from time to time decide.

41.5 No interest shall be payable in respect of the net proceeds and the Company shall not be required to account for any moneys earned on the net proceeds.

#### **41.6 Power to stop sending documents etc to untraced Shareholders**

If three separate documents, notices or information have been sent on consecutive occasions through the post to any Member at any address specified in article 39, whether the documents notices or information are duplicates of ones originally sent using electronic means that failed to be transmitted electronically or ones that were originally sent by post, and have been returned undelivered, such Member shall not after that be entitled to receive documents, notices or other information from the Company until he shall have communicated with the Company and supplied in writing to the Office a new address as specified in article 39 or, in so far as the Company intends to send or supply any document, notice or other information using electronic means and the Member has agreed (generally or specifically) to the sending or supply of that document, notice or information by electronic means, an address for that purpose.

#### **42. WINDING UP**

If the Company is wound up, the liquidator may, with the authority of a special resolution of the Company and any other authority required by the Statutes:

42.1 divide among the Members in specie the whole or any part of the assets of the Company and, for that purpose, value any assets and determine how the division shall be carried out as between the Members or different classes of Members; or

42.2 vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator shall think fit, but no Member shall be compelled to accept any assets upon which there is any liability.

#### **43. INDEMNITY, PROVISION OF FUNDS AND INSURANCE**

##### **43.1 Indemnity against claims in result of shares**

43.1.1 Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment, or empowers any government or taxing authority or government official to require the Company to make any payment, in respect of any shares held either jointly or solely by any Member or in respect of any dividends or other monies due or payable or accruing due or which may become due or payable to such Member by the Company or in respect of any such shares or for or on account or in respect of any Member in consequence of:

- (a) the death of such Member;
- (b) the non-payment of any income tax or other tax by such Member in respect of any shares in the Company or dividend or other payment in respect of such shares; or
- (c) the non-payment of any estate, probate, succession, death, stamp or other tax or duty by the executor or administrator of such Member or by or out of his estate

the Company in every such case:

- (d) shall be fully indemnified by such Member or his executor or administrator from all liability arising by virtue of such law; and
- (e) may recover as a debt due from such Member or his executor or administrator (wherever constituted or residing) any monies paid by the Company under or in consequence of any such law, together with interest on such monies at the rate of 15% per annum from the date of payment to the date of repayment.

43.1.2 Nothing contained in this article 43.1 shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company and, as between the Company and every such Member as aforesaid, his executor, administrator, and estate wherever constituted or situated, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

##### **43.2 Indemnity**

43.2.1 Subject to article 43.2.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
  - (I) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (II) in relation to the activities of the Company (or any Group Company) as trustee of an occupational pension scheme (as defined in section 235(6) of the Act)

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company); and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article (a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

43.2.2 This article 43.2 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

43.2.3 In this article 43.2 and in article 43.3 a **relevant officer** means any director or other officer or former director or other officer of the Company or any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) but excluding in each case any person engaged by the Company (or any Group Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

### 43.3 Insurance

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 loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any Group Company or any pension fund or employees' share scheme of the Company or Group Company.

### 44. COMPANY SEAL

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

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

44.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. For this purpose, an "authorised person" is:

44.3.1 any Director or Secretary; or

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

44.4 If the Company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the Directors.

44.5 If the Company has a securities seal, it may only be affixed to securities by the Secretary or a person authorised to apply it to securities by the Secretary

44.6 For the purposes of these Articles, references to the securities seal being affixed to any document include the reproduction of the image of that seal on or in a document by any mechanical or electronic means which has been approved by the Directors in relation to that document or documents of a class to which it belongs.