

CRN: 04362181

**THE COMPANIES ACT 2006**

**PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**CHAPEL DOWN GROUP PLC**

**(amended by special resolution on 30 June 2020)**



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**OF**

**CHAPEL DOWN GROUP PLC**

**(amended by special resolution on 30 June 2020)**

**1 EXCLUSION OF MODEL ARTICLES (AND ANY OTHER PRESCRIBED REGULATIONS)**

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including the regulations in the Companies (Model Articles) Regulations 2008 (SI 2008/3229)) shall apply as the articles of the Company. The following shall be the articles of association of the Company.

**2 INTERPRETATION**

**2.1** In these articles, unless the context otherwise requires:

**Act:** Companies Act 2006.

**Acting in Concert:** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time).

**address:** includes any number or address used for the purposes of sending or receiving documents or information by electronic means.

**Admission Price:** the admission price of each share in the capital of the Company on a Listing, as derived from the relevant admission document or prospectus (but ignoring the value of any new equity share capital to be issued in connection with that Listing).

**AIM:** a market operated and regulated by the London Stock Exchange plc.

**A1 Shares:** the A1 ordinary shares of £0.0001 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles.

**A2 Shares:** the A2 ordinary shares of £0.0001 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles.

**Aquis** Aquis Exchange PLC, a company incorporated in England and Wales with registered number 07909192.

**AQSE** the Acquis Stock Exchange operated by Acquis.

**AQSE Growth Market:** the AQSE growth market segment operated by Aquis for dealings in unlisted securities admitted to trading on AQSE.

**Articles:** these articles of association as altered from time to time and "Article" shall be construed accordingly.

<b>Bad Leaver:</b>	a Leaver who is not a Good Leaver.
<b>Board:</b>	the board of Directors for the time being of the Company or the Directors present or deemed to be present at a duly convened quorate meeting of the Directors.
<b>certificated shares:</b>	a share which is not an uncertificated share and references in these Articles to a share being held in certificated form shall be construed accordingly.
<b>clear days:</b>	in relation to a period of notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect.
<b>Companies Acts:</b>	every statute (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies in so far as it applies to the Company.
<b>Company:</b>	Chapel Down Group PLC.
<b>Company Disposal:</b>	a transfer of all or substantially all of the trade and assets of the Company to any person in circumstances where all or a majority of the proceeds of such transfer are subsequently distributed to members of the Company.
<b>Company Exit Event:</b>	any of a Company Listing, a Company Takeover, a Company Disposal, a Company Partial Disposal or a Company Liquidation.
<b>Company Listing:</b>	an admission of all or any part of the equity share capital in the Company to the Official List of the UK Listing Authority and to trading on the London Stock Exchange's market for listed securities or to trading on AIM or any other recognised investment exchange other than the AQSE Growth Market.
<b>Company Partial Disposal:</b>	a transfer, in a single transaction or on a series of related transactions, of part of the trade and assets of the Company to any person that does not constitute a Company Disposal, in circumstances where all or a majority of the proceeds of such transfer are subsequently distributed to members (and " <b>Company Partial Disposals</b> " shall be construed accordingly).
<b>Company Takeover:</b>	the acquisition (whether by purchase, transfer or otherwise, but excluding a subscription of shares) by any person, including a member of the Company (" <b>Acquirer</b> ") of any interest in any of the shares in the capital of the Company, if upon completion of that acquisition, the Acquirer, together with persons "acting in concert" or "connected" with him, would acquire a Controlling Interest in the Company.
<b>Connected:</b>	has the meaning given in section 1122 of the Corporation Tax Act 2010.
<b>Controlling Interest:</b>	an interest in shares in the capital of the Company giving to the holder or holders control of the Company or Curious Drinks (as the case may be) within the meaning of section 1124 of the Corporation Tax Act 2010.
<b>Curious Drinks:</b>	Curious Drinks Limited, a company registered under the laws of England and Wales with company registration number 04456158.
<b>Curious Drinks Disposal:</b>	a transfer of all or substantially all of the trade and assets of Curious Drinks to any person in circumstances where all or a majority of the proceeds of such transfer are subsequently distributed to members of the Company.

<b>Curious Drinks Exit Event:</b>	any of a Curious Drinks Listing, a Curious Drinks Takeover, a Curious Drinks Disposal, a Curious Drinks Partial Disposal or a Curious Drinks Liquidation.
<b>Curious Drinks Liquidation:</b>	the liquidation of the assets of Curious Drinks.
<b>Curious Drinks Listing:</b>	an admission of all or any part of the equity share capital of Curious. Drinks to the Official List of the UK Listing Authority and to trading on the London Stock Exchange's market for listed securities or to trading on AIM or any other recognised investment exchange.
<b>Curious Drinks Partial Disposal:</b>	a transfer, in a single transaction or on a series of related transactions, of part of the trade and assets of Curious Drinks to any person that does not constitute a Curious Drinks Disposal, in circumstances where all or a majority of the proceeds of such transfer are subsequently distributed to members (and " <b>Curious Drinks Partial Disposals</b> " shall be construed accordingly).
<b>Curious Drinks Takeover:</b>	the acquisition (whether by purchase, transfer or otherwise, but excluding a subscription of shares) by any person, including a member of the Company or a member of Curious Drinks (other than the Company) (" <b>Acquirer</b> ") of any interest in any shares in the Curious Drinks, if upon completion of that acquisition, the Acquirer, together with persons Acting in Concert or Connected with him, would acquire a Controlling Interest in the Company.
<b>Director:</b>	a director for the time being of the Company.
<b>Exit Event:</b>	a Company Exit Event or Curious Drinks Event (as the context requires).
<b>FSMA:</b>	Financial Services and Markets Act 2000.
<b>electronic form:</b>	has the meaning given to it in section 1168 of the Act.
<b>electronic means:</b>	has the meaning given to it in section 1168 of the Act.
<b>Good Leaver:</b>	any person who is a Leaver by reason of: <ul style="list-style-type: none"> <li>(a) the death of that person;</li> <li>(b) the ill health or permanent disability of that person rendering the person incapable of full time employment in his current position (or a comparable position at the location he is employed or otherwise provides his services at the Leaving Date) with the Company or any subsidiary of the Company;</li> <li>(c) the person being made redundant (as defined in the Employment Rights Act 1996) by the Company or any subsidiary (or if they would have been made redundant had he not waived his rights following the issue to him of the Growth Shares);</li> <li>(d) retirement of the person on or after reaching retirement age in accordance with his service contract; or</li> <li>(e) any other reason where the Board decides that the person should be a Good Leaver under these Articles.</li> </ul>
<b>Growth Shares:</b>	the A1 Shares and A2 Shares and as further described in Article 7A.

- Leaver:** any employee or director of the Company or subsidiary of the Company who ceases to be so, for whatever reason and does not continue to be an employee or director of any other Group Company.
- Leaving Date:** the date on which a person becomes a Leaver.
- Listing:** a Company Listing or Curious Drinks Listing (as the case may be).
- Market Capitalisation:**
- (a) in the case of a Listing, an amount equal to the market capitalisation value of the issued share capital of the Company, being the number of shares in issue in the capital of the Company which are to be admitted to trading following such Listing, multiplied by the Admission Price;
  - (b) in the case of a Company Takeover, an amount equal to the aggregate consideration for those shares in the issued share capital of the Company that are being sold expressed as a cash price (whether that consideration is to be satisfied in cash, shares, loan stock, deferred consideration or a combination thereof or otherwise and the cash value of any deferred and/or non-cash consideration shall be reasonably determined by the Board or, if the Board decides in its sole discretion, as valued by an independent financial adviser appointed by the Board) paid or issued pursuant to the relevant agreement or offer;
  - (c) in the case of a Company Liquidation, an amount equal to the net assets of the Company as calculated by the liquidator at the date of any such Liquidation; or
  - (d) in the case of any Company Exit Event or Curious Drinks Exit Event other than covered by (a), (b) or (c) above, an amount equal to the market capitalisation value of the issued share capital of the Company, calculated by taking the total number of shares quoted on the AQSE Growth Market and multiplying them by the share price of such shares quoted on the AQSE Growth Market as at the date on which the formula in Article 7A.8 is to be used.
- member:** a member of the Company, whose name has been entered into the register of members, or where the context requires, a member of the Board or of any committee.
- New Shares:** the total number of ordinary shares in the capital of the Company which are issued after the date on which Growth Shares are issued.
- New Shares Market Capitalisation:**
- (a) in the case of a Listing, an amount equal to the market capitalisation value of the New Shares, being the New Shares which are to be admitted to trading following such Listing, multiplied by the Admission Price;
  - (b) in the case of a Company Takeover, an amount equal to the aggregate consideration for the New Shares that are being sold expressed as a cash price (whether that consideration is to be satisfied in cash, shares, loan stock, deferred consideration or a combination thereof or otherwise and the cash value of any deferred and/or non-cash consideration shall be reasonably determined by the Board or, if the Board decides in its sole discretion, as valued by an independent financial adviser appointed by the Board) paid or issued pursuant to the relevant agreement or offer;



- (c) in the case of a Company Liquidation, an amount equal to the net assets of the Company as are attributable to the New Shares, as calculated by the liquidator at the date of any such Liquidation; or
- (d) in the case of any Company Exit Event or Curious Drinks Exit Event other than covered by (a), (b) or (c) above, an amount equal to the market capitalisation value of the New Shares, calculated by taking the New Shares and multiplying them by the share price of such shares quoted on the AQSE Growth Market as at the date on which the formula in Article 7A.8 is to be used.

<b>Office:</b>	the registered office from time to time of the Company.
<b>Operator:</b>	such person as may for the time being be approved by HM Treasury as Operator under the uncertificated securities rules.
<b>ordinary share:</b>	the ordinary shares in the capital of the Company excluding the A1 Shares and A2 Shares from time to time.
<b>paid up:</b>	paid up or credited as paid up.
<b>participating class:</b>	a class of shares title to which is permitted by the Operator to be transferred by means of a relevant system.
<b>recognised investment exchange:</b>	has the meaning given to it in section 285 of FSMA.
<b>Register:</b>	the register of members of the Company to be maintained under the Act.
<b>relevant system:</b>	a computer-based system which allows units of securities without written instruments to be transferred and endorsed pursuant to the uncertificated securities rules.
<b>Share:</b>	a share in the capital of the Company of any class from time to time.
<b>uncertificated securities rules:</b>	any provision of the Companies Acts relating to the holding, evidencing of title to, or transfer of uncertificated shares and any legislation, rules or other arrangements made under or by virtue of such provision.
<b>uncertificated share:</b>	a share of a class which is at the relevant time a participating class, title to which is recorded on the Register as being held in uncertificated form and references in these Articles to a share being held in uncertificated form shall be construed accordingly.
<b>Vested Growth Shares:</b>	the A2 Shares that have vested in accordance with Article 7A and the A1 Shares.

- 2.2 Headings are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 2.3 A **person** includes a corporate and an unincorporated body (whether or not having separate legal personality).
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 A reference to one gender shall include a reference to the other gender.

- 2.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.7 Any words or expressions defined in the Companies Acts in force when these Articles or any part of these Articles are adopted shall (if not inconsistent with the subject or context in which they appear) have the same meaning in these Articles or that part, save that the word "company" shall include any body corporate.
- 2.8 A reference to a document **being signed** or to **signature** includes references to its being executed under hand or under seal or by any other method and, in the case of a communication in electronic form, such references are to its being authenticated as specified by the Companies Acts.
- 2.9 A reference to **writing** or **written** includes references to any method of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or otherwise.
- 2.10 A reference to documents or information **being sent or supplied by or to** a company (including the Company) shall be construed in accordance with section 1148(3) of the Act.
- 2.11 A reference to a **meeting** shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

### **3 FORM OF RESOLUTION**

Subject to the Companies Acts, where anything can be done by passing an ordinary resolution, this can also be done by passing a special resolution.

### **4 LIMITED LIABILITY**

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

### **5 CHANGE OF NAME**

The Company may change its name by resolution of the Board.

### **6 OBJECTS**

Nothing in these Articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the Act, the Company's objects are unrestricted.

### **7 SHARE CAPITAL**

- 7.1 The Company does not have an authorised share capital.
- 7.2 The shares in the capital of the Company are divided into ordinary shares, A1 Shares and A2 Shares. Except as otherwise provided in these Articles, the shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 7.3 The ordinary shares shall:
- 7.3.1 entitle the holders to receive notice of and to attend and vote at any general meeting of the Company and to receive a copy of and to vote on any written resolution of the Company;
  - 7.3.2 entitle the holders to participate in any return of assets of the Company on liquidation or capital reduction or otherwise and to participate in the proceeds of the sale of the entire issued share capital of the Company or the disposal by the Company of all of its

business and assets, in each case after payment of its liabilities and any payment due to the holders of Growth Shares; and

- 7.3.3 entitle the holders to participate in any profits of the Company available for distribution, to be declared at the discretion of the board of directors of the Company.

## **7A RIGHTS ATTACHING TO THE A1 SHARES AND A2 SHARES**

- 7A.1 Without prejudice to any other provisions of these Articles, the rights attaching to the Growth Shares shall be as set out in this Article 7A.

### **Non-transferability**

- 7A.2 Save as set out in Articles 7A.9 and 7A.15.2, the Growth Shares are non-transferable. Save for a transfer under Article 7A.9, the directors reserve the right to refuse to register any purported transfer of a Growth Share or Growth Shares.

### **Vested Growth Shares**

- 7A.3 The A1 Shares shall be fully vested on the date of their issue and shall be entitled to benefit from all of the rights and benefits conferred on them under these Articles.

- 7A.4 The A2 Shares shall not vest on the date of their issue, but shall instead vest as follows:

7A.4.1 1,266,666 A2 Shares shall vest on the first anniversary of their issue;

7A.4.2 1,266,666 A2 Shares shall vest on the second anniversary of their issue; and

7A.4.3 1,266,668 A2 Shares shall vest on the third anniversary of their issue.

Only the A2 Shares that have vested shall be entitled to benefit from all of the rights and benefits conferred on them under these Articles.

### **Voting**

- 7A.5 The holders of the Growth Shares shall not be entitled to receive notice of nor to attend, vote or speak at any general meeting of the Company, nor to vote on any written resolution of the Company.

### **Income**

- 7A.6 Save as set out in Article 7A.7, no dividend or other distribution in respect of any Vested Growth Shares shall be declared, payable or paid except as approved by the Board, acting in its absolute discretion.

- 7A.7 In the event that a Curious Drinks Exit Event, Company Disposal or Company Partial Disposal occurs and a dividend is declared by the Company to its members (being the holders of ordinary shares) to distribute part of or the whole of the proceeds of the Curious Drinks Exit Event, Company Disposal or Company Partial Disposal (as the case may be) ("**Exit Dividend**"), each Vested Growth Share shall also be entitled to receive the Exit Dividend on a pari passu basis to each ordinary share.

### **Capital**

- 7A.8 On the occurrence of a Curious Drinks Exit Event or Company Exit Event, each Vested Growth Share shall be valued using the following formula:

$$W = [(((V1-T1)/S) \times 2.5) + (((V2-T2)/S) \times 1.0) + (((V3-T3)/S) \times 1.2)] - D]$$

where:

D =	the aggregate amount of dividends paid in respect of a Vested Growth Share
G =	an amount equal to the New Shares Market Capitalisation value of the New Shares
S =	100,970,064, (being the number of ordinary shares in issue at the time the Growth Shares were issued)
T1 =	£33,925,941
T2 =	£40,388,025
T3 =	£60,582,038
V1 =	the Market Capitalisation (including the value of "D" but excluding the value of "G") where its value is greater than T1, but less than or equal to T2. If Market Capitalisation (including the value of "D" but excluding the value of "G") is in excess of T2, then V1 equals T2
V2 =	the Market Capitalisation (including the value of "D" but excluding the value of "G") where its value is greater than T2, but less than or equal to T3. If Market Capitalisation (including the value of "D" but excluding the value of "G") is in excess of T3, then V2 equals T3
V3 =	the Market Capitalisation (including the value of "D" but excluding the value of "G") where its value is greater than T3
W =	the aggregate value (expressed as pounds sterling) attributable to each Vested Growth Share on an Exit Event

provided that where any of V1 – T1, V2 – T2 or V3 – T3 gives a negative value, it shall be deemed to have a value in the above formula of zero.

The values used in the definitions of "T1", "T2" and "T3" above may be varied on or before 31 December 2015, at the discretion of the Board. In exercising such discretion, any proposed holders of A1 Shares or A2 Shares who are also members of the Board shall not count in a quorum where a decision is being taken to amend the definitions of "T1", "T2" and "T3" above.

### **Company Takeover**

- 7A.9 On the occurrence of a Company Takeover, the holders of the Vested Growth Shares shall be entitled to receive from the Acquirer an amount equal to the value of each Vested Growth Share held by them as calculated in accordance with Article 7A.8.
- 7A.10 A Company Takeover may only be completed on the basis that the holders of the Growth Shares also receive the value owing to them under Article 7A.9.

### **Company Listing**

- 7A.11 On a Company Listing, all Vested Growth Shares in issue shall be automatically converted to ordinary shares by applying the formula below:

$$A = [W \times N] / C$$

where:

A =	the number of ordinary shares to be issued to the holders of the Vested Growth Shares on a Company Listing
C =	the Admission Price
N =	the total number of Vested Growth Shares in issue
W =	as defined in Article 7A.8

Any fractional entitlements shall be rounded down to the nearest whole number of ordinary shares.

**Exit Event (other than a Company Takeover or Company Listing)**

7A.12 In the event of an Exit Event (other than a Company Takeover or Company Listing), a holder of Vested Growth Shares shall be entitled, at his option and by giving notice in writing to the Company, to require that the Company converts (all, but not some only) of his Vested Growth Shares (as soon as reasonably possible after receiving such notice, acting in good faith) into ordinary shares ("**Converting Shareholder**").

7A.13 The number of ordinary shares to be issued to a Converting Shareholder for each Vested Growth Share pursuant to Article 7A.12 shall be calculated as follows:

$$B = W / F, \text{ where } F = (\text{Market Capitalisation (excluding G)} - (W \times N)) / S$$

where:

B =	the number of ordinary shares to be issued to the Converting Shareholder
F =	the value of an ordinary share (after deducting the value attributable to Vested Growth Shares), represented by $(\text{Market Capitalisation (excluding G)} - (W \times N)) / S$
N =	as defined in Article 7A.11
W =	as defined in Article 7A.8

**Leaver provisions**

7A.14 In the event that a holder of Growth Shares becomes a Leaver that is a Good Leaver, he (and his personal representatives in the event of his death) shall, at their option (to be provided in writing), be entitled to:

7A.14.1 retain the Vested Growth Shares held by him and for those Vested Growth Shares to benefit from all of the rights and benefits conferred to them under these Articles; or

7A.15.1 require that the Company converts the Vested Growth Shares held by him into ordinary shares, using the formula set out in Article 7A.13.

7A.15 Upon a holder of Growth Shares becoming a Leaver, any Growth Shares held by that Leaver which remain unvested on the Leaving Date:

7A.15.1 shall remain unvested notwithstanding anything to the contrary in these Articles; and

7A.15.2 shall entitle the Company to require that the Leaver in question shall allow the Company to buy back all unvested Growth Shares held by the Leaver in question for an aggregate price of £1.

7A.16 In the event that a holder of Growth Shares becomes a Leaver that is a Bad Leaver, the Vested Growth Shares held by him shall be converted by the Company into ordinary shares, using the formula set out in Article 7A.13.

7A.17 Any valuations of the Vested Growth Shares carried out in connection with a holder of Growth Shares becoming a Leaver shall be carried out as at the Leaving Date of that Leaver.

## **8 POWER TO ATTACH RIGHTS TO SHARES**

Subject to the Companies Acts and to any rights attached to existing shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution determine, or if no ordinary resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine.

## **9 DIRECTORS' POWER TO ALLOT**

Subject to the Companies Acts, these Articles and subject to any relevant authority of the Company in general meeting required by the Act, the Board may offer, allot (with or without conferring rights of renunciation), grant options over or otherwise deal with or dispose of shares or grant rights to subscribe for or convert any security into shares to such persons, at such times and upon such terms as the Board may decide. No share may be issued at a discount of its par value.

## **10 REDEEMABLE SHARES**

Subject to the Companies Acts and to any rights attaching to existing shares, any share may be issued which can be redeemed or is liable to be redeemed at the option of the Company or the holder. The Board may determine the terms, conditions and manner of redemption of any redeemable shares which are issued. Such terms and conditions shall apply to the relevant shares as if the same were set out in these Articles.

## **11 PARI PASSU ISSUES**

If new shares are created or issued which rank equally with any other existing shares, the rights of the existing shares will not be regarded as changed or abrogated unless the terms of the existing shares expressly say otherwise.

## **12 PAYMENT OF COMMISSION**

The Company may in connection with the issue of any shares or the sale for cash of treasury shares exercise all powers of paying commission and brokerage conferred or permitted by the Companies Acts. Subject to the provisions of the Companies Acts or any recognised investment exchange, in each case to the extent applicable to the Company from time to time, any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or other securities or the grant of an option to call for an allotment of shares or any combination of such methods.

## **13 TRUSTS NOT RECOGNISED**

Except as otherwise expressly provided by these Articles, required by law or as ordered by a court of competent jurisdiction, the Company shall not recognise any person as holding any share on any trust, and the Company shall not be bound by or required in any way to recognise (even when having notice of it) any equitable, contingent, future, partial or other claim to or interest in any share other than an absolute right of the holder of the whole of the share. For the avoidance of doubt this does not prohibit shares being held on trust but in the event shares are held in such manner the

Company shall not be liable should the legal owner breach any terms of the arrangement (contractual or otherwise) between the legal and beneficial owner of such shares.

#### **14 UNCERTIFICATED SHARES**

14.1 The provisions of this Article have effect subject to the uncertificated securities rules.

14.2 Any provision of these Articles which is inconsistent with the uncertificated securities rules must be disregarded, to the extent that it is inconsistent, whenever the uncertificated securities rules apply.

14.3 Any share or class of shares of the Company may be issued or held on such terms, or in such a way, that:

14.3.1 title to it or them is not, or must not be, evidenced by a certificate; or

14.3.2 it or they may or must be transferred wholly or partly without a certificate by means of a relevant system.

14.4 The Directors have power to take such steps as they think fit in relation to:

14.4.1 the evidencing of and transfer of title to uncertificated shares (including in connection with the issue of such shares);

14.4.2 any records relating to the holding of uncertificated shares;

14.4.3 the conversion of certificated shares into uncertificated shares; or

14.4.4 the conversion of uncertificated shares into certificated shares.

14.5 The Company may by notice to the holder of a share require that share:

14.5.1 if it is uncertificated, to be converted into certificated form, and

14.5.2 if it is certificated, to be converted into uncertificated form,

to enable it to be dealt with in accordance with these Articles.

14.6 If:

14.6.1 these articles give the Directors power to take action, or require other persons to take action, in order to sell, transfer or otherwise dispose of shares; and

14.6.2 uncertificated shares are subject to that power, but the power is expressed in terms which assume the use of a certificate or other written instrument,

the Directors may take such action as is necessary or expedient to achieve the same results when exercising that power in relation to uncertificated shares. In particular, the Directors may take such action as they consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it.

14.7 Unless the Directors otherwise determine, shares which a member holds in uncertificated form must be treated as separate holdings from any shares which that member holds in certificated form.

14.8 A class of shares must not be treated as two classes simply because some shares of that class are held in certificated form and others are held in uncertificated form.

14.9 The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the uncertificated securities rules 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 on such assumption. 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 information contained in any relevant record of securities (as so maintained and reconciled).

**15 SHARE CERTIFICATES**

- 15.1 Every person (except a person to whom the Company is not by law required to issue a certificate) whose name is entered in the Register as a holder of any certificated shares shall be entitled, without charge, to receive within the time limits prescribed by the Companies Acts (unless the terms of issue prescribe otherwise) one certificate for all of the shares of that class registered in his name.
- 15.2 The Company shall not be bound to issue more than one certificate in respect of shares held jointly by two or more persons. Delivery of a certificate to the person first named in the Register shall be sufficient delivery to all joint holders.
- 15.3 Where a member has transferred part only of the shares comprised in a certificate, he shall be entitled without charge to a certificate for the balance of such shares to the extent that the balance is to be held in certificated form. Where a member receives more shares of any class, he shall be entitled without charge to a certificate for the extra shares of that class to the extent that the balance is to be held in certificated form.
- 15.4 Every share certificate sent in accordance with these Articles will be sent at the risk of the member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

**16 REPLACEMENT CERTIFICATES**

- 16.1 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge on surrender of the original certificates for cancellation.
- 16.2 Any certificate representing shares of any one class held by any member may at his request be cancelled and two or more certificates for such shares may be issued instead.
- 16.3 If a share certificate is defaced, worn out or said to be stolen, lost or destroyed, it may be replaced on such terms as to evidence and indemnity as the Board may decide where a replacement is sought in relation to a share certificate that is defaced or worn out, it shall only be replaced upon delivery of the old certificate to the Company.
- 16.4 The Board may require the payment of any exceptional out-of-pocket expenses of the Company incurred in connection with the issue of any certificates under this Article. In the case of shares held jointly by several persons, any such request as is mentioned in this Article may be made by any one of the joint holders.

**17 LIEN ON SHARES NOT FULLY PAID**

The Company shall have a first and paramount lien on every share, not being a fully paid share, for all amounts payable to the Company (whether presently or not) in respect of that share. The Company's lien shall extend to every amount payable in respect of it. The Board may at any time waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Article.

**18 ENFORCEMENT OF LIEN BY SALE**

The Company may sell, in such manner as the Board may decide, any share over which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after a notice has been served on the holder of the share or the person who is entitled by transmission to the share. Such notice shall demand payment and stating that the share may be sold if the notice is not complied with. For giving effect to the sale, the Board may authorise some person to sign an instrument of transfer of the share to the buyer or a person nominated by the buyer. The transferee 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 or invalidity in the proceedings in reference to the sale.



## **19 APPLICATION OF PROCEEDS OF SALE**

19.1 The net proceeds of any sale of shares subject to any lien, after payment of the costs, shall be applied:

19.1.1 first, in or towards satisfaction of so much of the amount for which the lien exists as was payable at the date of the lien enforcement notice; and

19.1.2 second, any residue shall be paid to the person entitled to the share at the time of the sale (subject to a like lien for debts or liabilities not presently payable as existed on the share prior to the sale and upon surrender, if required by the Company, for cancellation of the certificate for the share sold).

## **20 CALLS**

20.1 The Board may from time to time make calls on the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the terms of issue.

20.2 Each member shall, subject to the Company serving upon him at least 14 clear days' notice specifying when and where payment is to be made, pay to the Company as required by the notice the amount called on for his shares.

20.3 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.

20.4 A call may be revoked or postponed, in whole or in part, as the Board may decide.

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

## **21 LIABILITY OF JOINT HOLDERS**

The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.

## **22 INTEREST ON CALLS**

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay all expenses that have been incurred by the Company by reason of such non-payment together with interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate as the Board may decide, provided that such rate shall not exceed the Bank of England base rate by more than five percentage points. The Board may waive payment of the interest or the expenses in whole or in part.

## **23 POWER TO DIFFERENTIATE**

On or before the issue of shares, the Board may decide that allottees or holders of shares can be called on to pay different amounts or that they can be called on at different times.

## **24 PAYMENT OF CALLS IN ADVANCE**

The Board may receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid on the shares held by him. Such payment in advance of calls shall, to the extent of the payment, extinguish the liability on the shares on which it is made. The Company may pay interest on the money paid in advance, or so much of it as exceeds the amount for the time being called upon the shares, at such rate as the Board may decide. The Board may at any time repay the amount so advanced by giving at least three months' notice in writing to such member of its intention to do so, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.

**25 NOTICE IF CALL OR INSTALMENT NOT PAID**

If any member fails to pay the whole of any call (or any instalment of any call) by the date when payment is due, the Board may at any time give notice in writing to such member (or to any person entitled to the shares by transmission), requiring payment of the amount unpaid (and any accrued interest and any expenses incurred by the Company by reason of such non-payment) by a date not less than 14 clear days from the date of the notice. The notice shall name the place where the payment is to be made and state that, if the notice is not complied with, the shares in respect of which such call was made will be liable to be forfeited.

**26 FORFEITURE FOR NON-COMPLIANCE**

If the notice referred to in Article 25 is not complied with, any share for which it was given may be forfeited, by resolution of the Board. Such forfeiture shall include all dividends declared or other monies payable in respect of the forfeited shares and not paid before the forfeiture.

**27 NOTICE AFTER FORFEITURE**

When any share has been forfeited, notice of the forfeiture shall be served on the holder of the share or the person entitled to such share by transmission before forfeiture. An entry of such notice having been given and of the forfeiture and the date of forfeiture shall immediately be made in the Register in respect of such share. However, no forfeiture shall be invalidated by any omission to give such notice or to make such entry in the Register.

**28 FORFEITURE MAY BE CANCELLED**

At any time before any forfeited share has been cancelled or sold, re-allotted or otherwise disposed of the Board may decide to cancel the forfeiture of a share, on payment of all calls, interest, expenses due in respect of the share and on such further terms as the Board shall see fit.

**29 SURRENDER**

The Board may accept the surrender of any share liable to be forfeited and, in any event, references in these Articles to forfeiture shall include surrender.

**30 SALE OF FORFEITED SHARES**

30.1 A forfeited share shall become the property of the Company.

30.2 Subject to the Companies Acts, any such share may be sold, re-allotted or otherwise disposed of, on such terms and in such manner as the Board thinks fit.

30.3 The Board may, for the purposes of the disposal, authorise any person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the Register and may issue a new certificate to the transferee. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the share. The Company may receive the consideration given for the share on its disposal.

**31 EFFECT OF FORFEITURE**

A shareholder whose shares have been forfeited shall cease to be a member in respect of such forfeited shares and shall surrender the certificate for such shares to the Company for cancellation. Such shareholder shall remain liable to pay to the Company all sums which at the date of forfeiture were presently payable by him to the Company in respect of such shares together with interest (not exceeding the Bank of England base rate by five percentage points) from the date of the forfeiture to the date of payment. The Directors may waive payment of interest wholly or in part and may enforce payment.

## **32 EVIDENCE OF FORFEITURE**

A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it against any person (or persons) claiming to be entitled to the share. The declaration shall constitute a good title to the share, subject to the execution of an instrument of transfer if necessary. The person to whom the share is transferred or sold shall not be bound to see to the application of the purchase money or any other consideration, nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or disposal of the share.

## **33 FORM OF TRANSFER**

### **33.1 Subject to these Articles:**

33.1.1 each member may transfer all or any of his shares which are in certificated form by instrument of transfer in writing in any usual form or in any form approved by the Board. Such instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. All instruments of transfer, when registered, may be retained by the Company.

33.1.2 each member may transfer all or any of his shares which are in uncertificated form by means of a relevant system in such manner provided for, and subject as provided in, the uncertificated securities rules. No provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred.

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

## **34 RIGHT TO REFUSE REGISTRATION OF TRANSFER**

34.1 The Board may, in its absolute discretion, refuse to register any transfer of a share in certificated form (or renunciation of a renounceable letter of allotment) unless:

34.1.1 it is for a share which is fully paid up;

34.1.2 it is for a share upon which the Company has no lien;

34.1.3 it is only for one class of share;

34.1.4 it is in favour of a single transferee or no more than four joint transferees;

34.1.5 it is duly stamped or is duly certificated or otherwise shown to the satisfaction of the Board to be exempt from stamp duty (if this is required); and

34.1.6 it is delivered for registration to the Office (or such other place as the Board may determine), accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove the title of the transferor (or person renouncing) and the due execution of the transfer or renunciation by him. If the transfer or renunciation is executed by some other person on his behalf this must be accompanied by the authority of that other person to do so.

34.2 The Board shall not refuse to register any transfer or renunciation of partly paid shares which are admitted to trading on a recognised investment exchange on the grounds that they are partly paid shares in circumstances where such refusal would prevent dealings in such shares from taking place on an open and proper basis.

34.3 Transfers of shares will not be registered in the circumstances referred to in Article 66.

- 34.4 The Board may refuse to register a transfer of uncertificated shares in any circumstances that are allowed or required by the uncertificated securities rules and the relevant system.

**35 NOTICE OF REFUSAL TO REGISTER A TRANSFER**

If the Board refuses to register a transfer of a share it shall notify the transferee of the refusal and the reasons for it within two months after the date on which the transfer was lodged with the Company or the instructions to the relevant system received. Any instrument of transfer which the Board refuses to register shall be returned to the person depositing it (except if there is suspected or actual fraud). All instruments of transfer which are registered may be retained by the Company.

**36 NO FEES ON REGISTRATION**

No fee shall be charged for registration of a transfer or other document or instruction relating to or affecting the title to any share or for making any other entry in the Register.

**37 OTHER POWERS IN RELATION TO TRANSFERS**

- 37.1 Nothing in these Articles shall prevent the Board:

37.1.1 from recognising a renunciation of the allotment of any share by the allottee in favour of another person; or

37.1.2 from authorising any person to execute an instrument of transfer of a share, if empowered to do so by these Articles, and from authorising any person to transfer that share in accordance with any procedures implemented under Article 18.

**38 TRANSMISSION OF SHARES ON DEATH**

If a member dies, the survivors or survivor where he was a joint holder, and his executors or administrators where he was a sole 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 from any liability for any share which has been solely or jointly held by him.

**39 ELECTION OF PERSON ENTITLED BY TRANSMISSION**

- 39.1 Any person becoming entitled to a share because of the death or bankruptcy of a member, or otherwise by operation of law, may (on such evidence as to his title being produced as the Board may require) elect either to become registered as a member or to have some person nominated by him registered as a member. If he elects to become registered himself, he shall notify the Company to that effect. If he elects to have some other person registered, he shall execute an instrument of transfer of such share to that person. All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and his death, bankruptcy or other event had not occurred.

- 39.2 A person entitled by transmission to a share in uncertificated form who elects to have some other person registered shall either:

39.2.1 procure that instructions are given by means of the relevant system to effect transfer of such uncertificated share to that person; or

39.2.2 change the uncertificated share to certificated form and execute an instrument of transfer of that certificated share to that person.

**40 RIGHTS ON TRANSMISSION**

Where a person becomes entitled to a share because of the death or bankruptcy of any member, or otherwise by operation of law, the rights of the holder in relation to such share shall cease.

However, the person so entitled may give a good discharge for any dividends and other monies payable in respect of it and shall have the same rights to which he would be entitled if he were the holder of the share, except that he shall not be entitled to receive notice of, or to attend or vote at, any meeting of the Company or an separate meeting of the holders of any class of shares of the Company before he is registered as the holder of the share. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share. If the notice is not complied with within 90 (ninety) days, the Board may withhold payment of all dividends and the other monies payable in respect of such share until the requirements of the notice have been complied with.

#### **41 DESTRUCTION OF DOCUMENTS**

##### **41.1 The Company may destroy:**

- 41.1.1 any instrument of transfer, after six years from the date on which it is registered;
- 41.1.2 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;
- 41.1.3 any share certificate, after one year from the date on which it is cancelled;
- 41.1.4 any instrument of proxy which has been used for the purpose of a poll at any time after one year has elapsed from the date of use;
- 41.1.5 any instrument of proxy which has not been used for the purpose of a poll at any time after a period of one month has elapsed from the end of the meeting to which the instrument of proxy relates; or
- 41.1.6 any other document for which any entry in the Register is made, after six years from the date on which an entry was first made in the Register in respect of it,

provided that the Company may destroy any such type of document at a date earlier than that authorised by this Article if a copy of such document is made and retained in electronic form until the expiration of the period applicable to the destruction of the original document.

##### **41.2 It shall be conclusively presumed in favour of the Company that :**

- 41.2.1 every entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made;
- 41.2.2 that every instrument of transfer so destroyed was duly registered;
- 41.2.3 that every share certificate so destroyed was duly cancelled; and
- 41.2.4 that every other document so destroyed had been properly dealt with under its terms and was valid and effective according to the particulars in the records of the Company.

##### **41.3 This Article 41 shall only apply to the destruction of a document in good faith and without notice of any claim to which the document might be relevant. Nothing in this Article 41 shall be construed as imposing any liability on the Company which it would not otherwise have if it destroys any document before the time at which this Article permits it to do so. References in this Article 41 to the destruction of any document include references to the disposal of it in any manner.**

##### **41.4 References in this Article 41 to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system relating to the transfer of such shares.**

42      **FRACTIONS**

If any shares are consolidated or consolidated and then divided, the Board has power to deal with any fractions of shares which result. If the Board decides to sell any shares representing fractions, it can do so for the best price reasonably obtainable and distribute the net proceeds of sale among members in proportion to their fractional entitlements. The Board can arrange for any shares representing fractions to be entered in the Register as certificated shares if they consider that this makes it easier to sell them. The Board can sell those shares to anyone, including the Company if the legislation allows, and may authorise any person to transfer or deliver the shares to the buyer or in accordance with the buyer's instructions. 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 or invalidity in the proceedings in reference to the sale.

43      **ANNUAL GENERAL MEETINGS**

An annual general meeting shall be held each year during the six months following the Company's accounting reference date at such place, date and time as may be determined by the Board.

44      **CONVENING OF GENERAL MEETINGS**

All meetings other than annual general meetings shall be called general meetings. The Board may, whenever it thinks fit, and shall on requisition in accordance with the Companies Acts, proceed to convene a general meeting.

45      **NOTICE OF ANNUAL GENERAL MEETINGS AND GENERAL MEETINGS**

Annual general meetings and general meetings shall be called by at least such minimum notice as is required or permitted by the Companies Acts. The period of notice shall in either case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given to all members other than those who are not entitled to receive such notices from the Company.

46      **POSTPONEMENT OF GENERAL MEETING**

If the Board considers that it is impracticable or unreasonable to hold a general meeting on the date or at the time or place stated in the notice calling the meeting, it may postpone and/or move the meeting. The Board shall take reasonable steps to ensure that notice of the date, time and place of the rearranged meeting is given to any member trying to attend the meeting at the original time and place. Notice of the business to be transacted at such rearranged meeting shall not be required. If a meeting is rearranged in this way, appointments of proxy are valid if they are received as required by these Articles not less than 48 hours before the time appointed for holding the rearranged meeting. The Board may also postpone and/or move the rearranged meeting under this Article.

47      **QUORUM AT GENERAL MEETING**

No business shall be transacted at any general meeting unless a quorum is present. If a quorum is not present a chairman of the meeting can still be chosen and this will not be treated as part of the business of the meeting. Three members present whether present in person or by proxy representing three separate individual voting entitlements and entitled to attend and to vote on the business to be transacted shall be a quorum.

48      **PROCEDURE IF QUORUM NOT PRESENT**

If a quorum is not present within thirty minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for holding a general meeting, or if a quorum ceases to be present during a meeting, the meeting shall be dissolved if convened on the requisition of members. In any other case, the meeting shall stand adjourned to another day, (not being less than ten clear days after the date of the original meeting), and at such time and place as the Chairman (or, in default, the Board) may determine. If at such adjourned meeting a quorum is not present within thirty minutes (or such longer interval as the Chairman in his absolute discretion thinks

fit) from the time appointed for holding the adjourned meeting, the adjourned meeting shall stand adjourned for a second time to another day, (not being less than ten clear days at the first adjourned meeting), and at such time and place as the Chairman (or, in default, the Board) may determine. If at the second adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, two people entitled to vote on the business to be transacted, being members or proxies for members or duly authorised representatives of corporations which are members, shall be a quorum and any notice of an adjourned meeting shall state this.

**49 CHAIRMAN OF GENERAL MEETING**

The Chairman of the Board shall preside at every general meeting of the Company. If there is no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to act as Chairman, the Directors present shall choose one of their number to act or, if there be only one Director present, he shall be Chairman if willing to act. If there be no Director present and willing to act, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting. Nothing in these Articles shall restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

**50 ENTITLEMENT TO ATTEND AND SPEAK**

A Director (and any other person invited by the Chairman to do so) may attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company, whether or not he is a member.

**51 ADJOURNMENTS**

The Chairman may, with the consent of a meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place as the meeting shall determine. However, without prejudice to any other power which he may have under these Articles or at common law, the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting or to give all persons entitled to do so a reasonable opportunity of attending, speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

**52 NOTICE OF ADJOURNMENT**

If the meeting is adjourned indefinitely or for more than three months, notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting. Except as provided in these Articles, there is no need to give notice of the adjourned meeting or of the business to be considered there.

**53 BUSINESS OF ADJOURNED MEETING**

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

**54 AMENDMENT TO RESOLUTIONS**

54.1 If an amendment to any resolution under consideration is proposed but is ruled out of order by the Chairman of the meeting in good faith, any error in such ruling shall not invalidate the proceedings on the original resolution.

54.2 In the case of a resolution duly proposed as a special resolution, no amendment to it (other than an amendment to correct a patent error) may in any event be considered or voted on. In the case of a resolution duly proposed as an ordinary resolution no amendment to it (other than an amendment to correct a patent error) may be considered or voted on unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be

proposed, notice in writing of the terms of the amendment and the intention to propose it has been received by the Company or unless the Chairman of the meeting in his absolute discretion decides that it may be considered or voted on.

## **55 METHOD OF VOTING**

55.1 At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands, unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the Companies Acts, a poll may be demanded by:

55.1.1 the Chairman of the meeting; or

55.1.2 at least two members present in person (or by proxy) and entitled to vote at the meeting; or

55.1.3 a member or members present in person (or by proxy) representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

55.1.4 a member or members present in person (or by proxy) holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to at least one-tenth of the total sum paid up on all the shares conferring that right.

55.2 The Chairman may also demand a poll before a resolution is put to the vote on a show of hands.

55.3 At general meetings, resolutions shall be put to the vote by the Chairman and there shall be no requirement for the resolution to be proposed or seconded by any person.

55.4 Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

## **56 OBJECTION TO ERROR IN VOTING**

No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, any vote, except at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and the decision of the Chairman on such matters shall be final and conclusive.

## **57 PROCEDURE ON A POLL**

57.1 Any poll duly demanded on the election of a Chairman or on any question of adjournment shall be taken immediately. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and shall be taken either immediately or at such time and place, not more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman shall direct. The Chairman may appoint scrutineers who need not be members. It is not necessary to give notice of a poll if the time and place at which it is to be taken are announced at the meeting at which it is demanded unless the Chairman of the meeting otherwise directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

57.2 The demand for a poll (other than on the election of a Chairman or any question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.

57.3 The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chairman. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.



- 57.4 On a poll votes may be given in person or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

## **58 VOTES OF MEMBERS**

- 58.1 Subject to Article 58.2, the Companies Acts are subject, to any special terms as to voting on which any shares may have been issued or may for the time being be held and subject to any suspension or abrogation of voting rights under these Articles, at any general meeting every member who is present in person (or by proxy) shall on a show of hands have one vote and every member present in person (or by proxy) shall on a poll have one vote for each share of which he is the holder.

- 58.2 On a show of hands, a duly appointed proxy has one vote for and one vote against a resolution if the proxy has been appointed by more than one member entitled to vote on the resolution and the proxy has been instructed:

58.2.1 by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or

58.2.2 by one or more of those members to vote either for or against the resolution and by one or more other of those members to use his/her discretion as to how to vote.

- 58.3 If two or more persons are joint holders of a share, then in voting on any question the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names of the holders stand in the Register.

- 58.4 Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction on their behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion, or subject to production of such evidence of the appointment as the Board may require, permit such receiver or other person to vote in person, on a show of hands or on a poll, by proxy on behalf of such member at any general meeting. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised if satisfactory evidence is not deposited in accordance with these Articles, the right to vote shall not be exercisable.

## **59 NO RIGHT TO VOTE WHERE SUMS OVERDUE ON SHARES**

- 59.1 No member may vote at a general meeting or any separate meeting of the holders of any class of shares, either in person or by proxy, or to exercise any other right or privilege as a member in respect of a share held by him unless:

59.1.1 all calls or other sums presently due and payable by him in respect of that share whether alone or jointly with any other person together with interest and expenses (if any) have been paid to the Company; or

59.1.2 the Board determines otherwise.

## **60 VOTING BY PROXY**

Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed (or at any adjournment of that meeting).

## **61 FORM OF PROXY**

- 61.1 An instrument appointing a proxy shall:

- 61.1.1 be in writing in any common form (or in such other form as the Board may approve), signed by the appointer or his attorney duly authorised in writing or, if the appointer is a corporation, executed under its common seal or signed by some officer or attorney or other person duly authorised in that behalf;
- 61.1.2 be deemed, subject to any contrary direction contained in the same, to confer authority to demand or join in demanding a poll and to vote on any resolution put to the meeting for which it is given, as the proxy thinks fit;
- 61.1.3 unless the contrary is stated in it, be as valid for any adjournment of the meeting as for the meeting to which it relates; and
- 61.1.4 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.

61.2 Without limiting these Articles, the Board may in relation to uncertificated shares:

- 61.2.1 approve the appointment of a proxy by means of an electronic communication in the form of an **uncertificated proxy instruction** (a properly authenticated dematerialised instruction and/or other instruction or notification, which is sent by means of the relevant system and received by such participant in that system acting on behalf of the Company as the Board may prescribe, in such form and subject to such terms and conditions as the Board may prescribe (subject always to the facilities and requirements of the relevant system));
- 61.2.2 approve supplements to, or amendments or revocations of, any such uncertificated proxy instruction by the same means; and
- 61.2.3 prescribe the method of determining the time at which any such uncertificated proxy instruction is to be treated as received by the Company or such participant.

## 62 **RECEIPT OF PROXY**

- 62.1 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, shall;
  - 62.1.1 in the case of an instrument made in hard copy, be deposited at the Office or at such other place or places within the United Kingdom as specified or
    - 62.1.1.1 in the notice convening the meeting or in any notice of any adjourned meeting; or
    - 62.1.1.2 in any instrument of proxy sent out by the Company in relation to the meeting

not less than 48 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
  - 62.1.2 in the case of an instrument made by electronic means, where an address has been specified for the purpose of receiving electronic communications:
    - 62.1.2.1 in the notice convening the meeting; or
    - 62.1.2.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

62.1.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

62.1.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as set out in these Articles after the poll has been demanded and not less than 24 hours (or such shorter time as the Board may determine) before the time appointed for the taking of the poll; or

62.1.4 in the case of a poll not taken immediately but taken within 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting or to any Director.

An instrument of proxy not deposited or delivered or received in a manner so permitted shall be invalid.

62.2 The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is sent in electronic form as provided in these Articles but because of a technical problem it cannot be read by the recipient.

62.3 The Board may at its discretion determine that in calculating the periods mentioned in this Article no account shall be taken of any part of a day that is not a working day.

#### 63 MORE THAN ONE PROXY MAY BE APPOINTED

A member may appoint more than one proxy to attend on the same occasion. When two or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which instrument was last validly delivered, none of them shall be treated as valid in respect of that share.

#### 64 REVOCATION OF PROXY

In the event of the death or mental disorder of the principal or the revocation of the instrument of proxy, or of the authority under which the instrument of proxy was executed, or the transfer of the share for which the instrument of proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as has been appointed for the deposit of instruments of proxy, no later than the last time at which an appointment of a proxy should have been received in order for it to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll taken then a vote given or poll demanded by such proxy shall not be valid.

#### 65 CORPORATE REPRESENTATIVES

65.1 A corporation (whether or not a company within the meaning of the Act) which is a member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative (or, as the case may be, representatives) at any meeting of the Company or at any separate meeting of the holders of any class of shares.

65.2 Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member.

65.3 The corporation shall for the purposes of these Articles be deemed to be present in person and at any such meeting if a person so authorised is present at it, and all references to attendance and voting in person shall be construed accordingly.

- 65.4 A Director, the Secretary or some person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to them before permitting him to exercise his powers.

**66 FAILURE TO DISCLOSE INTERESTS IN SHARES**

- 66.1 If a member, or any other person appearing to be interested in shares held by that member, has been issued with a notice under section 793 of the Act (a "**section 793 notice**") and has failed in relation to any shares (**default shares**, which expression includes any shares issued after the date of such notice in right of those shares) to give the Company the information required by the section 793 notice within the prescribed period from the service of the notice, the following sanctions shall apply unless the Board determines otherwise:

66.1.1 the member shall not be entitled in respect of the default shares to be present or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll; and

66.1.2 any dividend or other money payable for such shares shall be withheld by the Company, which shall not have any obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to Article 121, to receive shares instead of that dividend; and

66.1.3 no transfer, other than an excepted transfer, of any shares held by the member shall be registered unless:

66.1.3.1 the member himself is not in default of supplying the required information; and

66.1.3.2 the member proves to the satisfaction of the Board that no person in default of supplying such information is interested in any of the shares that are the subject of the transfer.

For the purposes of ensuring this Article 66.1.3 can apply to all shares held by the member, the Company may in accordance with the uncertificated securities rules, issue a written notification to the Operator requiring conversion into certificated form of any share held by the member in uncertificated form.

- 66.2 Where the sanctions under Article 66.1 apply in relation to any shares, they shall cease to have effect (and any dividends withheld under Article 66.1.2 shall become payable):

66.2.1 if the shares are transferred by means of an excepted transfer but only in respect of the shares transferred; or

66.2.2 at the end of the period of seven days (or such shorter period as the Board may determine) following receipt by the Company of the information required by the section 793 notice and the Board being fully satisfied that such information is full and complete.

- 66.3 Where, on the basis of information obtained from a member in respect of any share held by him, the Company issues a section 793 notice to any other person, it shall at the same time send a copy of the notice to the member, but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of Article 66.1.

- 66.4 For the purposes of this Article 66:

66.4.1 a person, other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the member or, pursuant to a section 793 notice, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;

- 66.4.2 interested shall be construed as it is for the purpose of section 793 of the Act;
- 66.4.3 reference to a person having failed to give the Company the information required by a notice, or being in default as regards supplying such information, includes reference:
  - 66.4.3.1 to his having failed or refused to give all of any part of it; and
  - 66.4.3.2 to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;
- 66.4.4 prescribed period means 14 days;
- 66.4.5 excepted transfer means, in relation to any shares held by a member:
  - 66.4.5.1 a transfer by way of or pursuant to acceptance of a takeover offer for the Company (within the meaning of section 974 of the Act); or
  - 66.4.5.2 a transfer in consequence of a sale made through a recognised investment exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded; or
  - 66.4.5.3 a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.

66.5 Nothing contained in this Article 66 shall be taken to limit the powers of the Company under section 794 of the Act.

## **67 POWER OF SALE OF SHARES OF UNTRACED MEMBERS**

- 67.1 The Company shall be entitled to sell at the best price reasonably obtainable any share of a member, or any share to which a person is entitled by transmission, if and provided that:
  - 67.1.1 during the period of 12 years before the date of publication of the advertisements referred to in Article 67.1.2 below (or, if published on different dates, the earlier or earliest of such dates) no cheque, order or warrant in respect of such share sent by the Company through the post in a pre-paid envelope addressed to the member or to the person entitled by transmission to the share, at his address on the Register or other last known address given by the member or person to which cheques, orders or warrants in respect of such share are to be sent has been cashed and the Company has received no communications in respect of such share from such member or person, provided that during such period of 12 years the Company has paid at least three cash dividends (whether interim or final) and no such dividend has been claimed by the person entitled to it;
  - 67.1.2 on or after expiry of the said period of 12 years the Company has given notice of its intention to sell such share by advertisements in two newspapers of which one shall be a national newspaper published in the United Kingdom and other shall be a newspaper circulating in the area of the address on the Register or other last known address of the member or the person entitled by transmission to the share or the address for the service of notices notified under Article 128;
  - 67.1.3 the said advertisements, if not published on the same day, shall have been published within 30 days of each other; and
  - 67.1.4 during the further period of three months following the date of publication of the said advertisements (or, if published on different days, the later or latest of the dates) and prior to the exercise of the power of sale the Company has not received any

communication in respect of such share from the member or person entitled by transmission.

67.2 To give effect to any sale of shares under this Article, the Board may authorise some person to transfer the shares in question and may enter the name of the transferee in respect of the transferred shares in the Register even if no share certificate has been lodged for such shares and may issue a new certificate to the transferee. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the shares. The buyer shall not be bound to see to the application of the purchase monies, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. If the shares are in uncertificated form, in accordance with the uncertificated securities rules, the Board may issue a written notification to the Operator requiring the conversion of the share to certificated form.

67.3 If during the period of 12 years referred to in Article 67.1, or during any period ending on the date when all the requirements of Articles 67.1.1 to 67.1.4 have been satisfied, any additional shares have been issued in respect of those held at the beginning of, or previously so issued during, any such period and all the requirements of Article 67.1.2 to 67.1.4 have been satisfied in regard to such additional shares, the Company shall also be entitled to sell the additional shares.

#### **68 APPLICATION OF PROCEEDS OF SALE OF SHARES OF UNTRACED MEMBERS**

The Company shall account to the member or other person entitled to the share for the net proceeds of a sale under Article 67 by carrying all monies relating to such sale to a separate account. The Company shall be deemed to be a debtor to, and not a trustee for, such member or other person in respect of such monies. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments as the Board may think fit. No interest shall be payable to such member or other person in respect of such monies and the Company does not have to account for any money earned on them.

#### **69 NUMBER OF DIRECTORS**

Unless otherwise determined by the Company by ordinary resolution, the number of Directors (other than any alternate Directors) shall be at least three but shall not be subject to any maximum number.

#### **70 POWER OF COMPANY TO APPOINT DIRECTORS**

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

#### **71 POWER OF BOARD TO APPOINT DIRECTORS**

Subject to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall retire at the next annual general meeting of the Company following such appointment and shall be eligible for re-appointment but is not taken into account when deciding which and how many directors should retire by rotation at such meeting.

#### **72 ELIGIBILITY OF NEW DIRECTORS**

72.1 No person, other than a retiring Director (by rotation or otherwise), shall be appointed or re-appointed a Director at any general meeting unless:

72.1.1 he is recommended by the Board; or

72.1.2 at least seven but not more than 42 clear days before the date appointed for the meeting the Company has received notice from a member (other than the person proposed)

entitled to vote at the meeting of his intention to propose a resolution for the appointment or re-appointment of that person and a notice executed by that person of his willingness to be appointed or re-appointed.

72.2 No shareholding qualification for Directors shall be required.

### 73 RETIREMENT OF DIRECTORS BY ROTATION

Each Director shall retire from office at the third annual general meeting after the annual general meeting or general meeting (as the case may be) at which he was previously appointed or re-appointed.

### 74 POSITION OF RETIRING DIRECTOR

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 under article 75, 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.

### 75 DEEMED RE-APPOINTMENT OF DIRECTORS

75.1 If:

75.1.1 at the annual general meeting in any year any resolution or resolutions for the appointment or re-appointment of the persons eligible for appointment or re-appointment as Directors are put to the meeting and lost; and

75.1.2 at the end of that meeting the number of Directors is fewer than any minimum number of Directors required under Article 69,

all retiring Directors who stood for re-appointment at that meeting (**Retiring Directors**) shall be deemed to have been re-appointed as Directors and shall remain in office but the Retiring Directors may only act for the purpose of convening general meetings of the Company and perform such duties as are essential to maintain the Company as a going concern, and not for any other purpose.

75.2 The Retiring Directors shall convene a general meeting as soon as reasonably practicable following the meeting referred to in Article 75.1 and they shall retire from office at that meeting. If at the end of any meeting convened under this Article the number of Directors is fewer than any minimum number of Directors required under Article 69, the provisions of this Article shall also apply to that meeting.

### 76 VACATION OF OFFICE BY DIRECTOR

76.1 Without prejudice to the provisions for retirement (by rotation or otherwise) contained in these Articles, the office of a Director shall be vacated if:

76.1.1 he resigns by notice in writing delivered to the Secretary at the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting;

76.1.2 he offers to resign by notice in writing delivered to the Secretary at the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting and the Board resolves to accept such offer;

76.1.3 all the other Directors unanimously resolve that his office be vacated (without prejudice to any claim for damages which he may have for breach of any contract between him and the Company);

- 76.1.4 he ceases to be a Director by virtue of any provision of the Companies Acts, is removed from office pursuant to these Articles or the Act or becomes prohibited by law from being a Director;
- 76.1.5 he becomes bankrupt or makes an arrangement or composition with his creditors generally;
- 76.1.6 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that person has become physically or mentally incapable of acting as a director and may remain so for more than three months, or he is or has been suffering from mental or physical ill health and the Board resolves that his office be vacated; or
- 76.1.7 he is absent (whether or not his alternate Director appointed by him attends), without the permission of the Board, from Board meetings for six consecutive months and the Board resolves that his office be vacated.

76.2 If the office of a Director is vacated for any reason, he shall cease to be a member of any committee or sub-committee of the Board.

#### **77 RESOLUTION AS TO VACANCY CONCLUSIVE**

A resolution of the Board declaring a Director to have vacated office under the terms of Article 76 shall be conclusive as to the fact and ground of vacation stated in the resolution.

#### **78 APPOINTMENT OF ALTERNATE DIRECTORS**

78.1 Each Director may appoint any person (including another Director) to be his alternate and may at his discretion remove an alternate Director so appointed. Any appointment or removal of an alternate Director must be by written notice delivered to the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting or in any other manner approved by the Board. The appointment requires the approval of the Board unless it has been previously approved or the appointee is another Director.

78.2 An alternate Director must provide the particulars, and sign any form for public filing required by the Companies Acts relating to his appointment.

#### **79 ALTERNATE DIRECTORS' PARTICIPATION IN BOARD MEETINGS**

79.1 Every alternate Director is entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and, in his appointor's absence, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor. Each person acting as an alternate Director shall have a separate vote at Board meetings for each Director for whom he acts as alternate Director in addition to his own vote if he is also a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

79.2 Signature by an alternate Director of any resolution in writing of the Board or a committee of the Board will, unless the notice of his appointment provides otherwise, be as effective as signature by his appointor.

#### **80 ALTERNATE DIRECTOR RESPONSIBLE FOR OWN ACTS**

Each person acting as an alternate Director will be an officer of the Company, will alone be responsible to the Company for his own acts and defaults and will not be deemed to be the agent of the Director appointing him.

#### **81 INTERESTS OF ALTERNATE DIRECTOR**

An alternate Director is entitled to contract and be interested in and benefit from contracts or arrangements with the Company, to be repaid expenses and to be indemnified to the same extent as if he were a Director. However, he is not entitled to receive from the Company any fees for his



services as alternate, except such part (if any) of the fee payable to his appointor as such appointor may by written notice to the Company direct.

## **82 REVOCATION OF ALTERNATE DIRECTOR**

82.1 An alternate Director will cease to be an alternate Director:

82.1.1 if his appointor revokes his appointment; or

82.1.2 if he resigns his office by notice in writing to the Company; or

82.1.3 if his appointor ceases for any reason to be a Director, provided that if any Director retires but is re-appointed or deemed to be re-appointed at the same meeting, any valid appointment of an alternate Director which was in force immediately before his retirement shall remain in force; or

82.1.4 if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate his office.

## **83 DIRECTORS' FEES**

Each of the Directors may be paid a fee at such rate as may from time to time be determined by the Board. Any fees payable under this Article shall be distinct from any salary, remuneration or other amounts payable to a Director under any other provisions of these Articles and shall accrue from day to day.

## **84 EXPENSES**

Each Director may be paid his reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or debentures of the Company.

## **85 ADDITIONAL REMUNERATION**

If by arrangement with the Board any Director shall perform or render 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 additional remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine.

## **86 REMUNERATION OF EXECUTIVE DIRECTORS**

The salary or remuneration of any Director appointed to hold any employment or executive office in accordance with these Articles may be either a fixed sum of money, or may altogether or in part be governed by business done or profits made or otherwise determined by the Board, and may be in addition to or in lieu of any fee payable to him for his services as Director under these Articles.

## **87 PENSIONS AND OTHER BENEFITS**

87.1 The Board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (whether by insurance or otherwise) for any person who is or has at any time been a Director or employee of the Company or any company which is a holding company or a subsidiary undertaking of or allied to or associated with the Company or any such holding company or subsidiary undertaking or any predecessor in business of the Company or of any such holding company or subsidiary undertaking, and for any member of his family (including a spouse or former spouse) and any person who is or was dependent on him.

- 87.2 The Board may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust or fund and pay premiums and, subject to the Companies Acts, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with any of the matters set out in Article 85.1 above. The Board may procure any of such matters to be done by the Company either alone or in conjunction with any other person. Any Director or former Director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this Article 85 and shall not have to account for it to the Company. The receipt of any such benefit will not disqualify any person from being or becoming a Director of the Company.

## **88 POWERS OF THE BOARD**

- 88.1 Subject to the Companies Acts, these Articles and to any directions given by special resolution of the Company, the business of the Company will be managed by the Board, which may exercise all the powers of the Company, whether relating to the management of the business or not.
- 88.2 No alteration of these Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article 88.

## **89 EXECUTIVE DIRECTORS**

- 89.1 Subject to the provisions of the Companies Acts, the Board may:
- 89.1.1 appoint one or more of its body to the office of Chief Executive or Managing Director or to any other executive office (except that of auditor) of the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or any subsidiary undertaking of the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Board determines and it may remunerate any such Director for his services as it thinks fit in accordance with Article 86; and
  - 89.1.2 permit any person appointed to be a Director to continue in any other office or employment held by him with the Company or any subsidiary undertaking of the Company before he was appointed.
- 89.2 A Director holding the office of Chief Executive or Managing Director or any other executive office shall not, unless any agreement between him and the Company shall otherwise provide, cease to hold his office or employment with the Company by reason only of his ceasing to be a Director nor cease to be a Director if he ceases from any cause to hold the office or employment by virtue of which he is termed an executive director.
- 89.3 The Board or any committee authorised by the Board may:
- 89.3.1 delegate or entrust to and confer on any Director holding executive office (including a Chief Executive or Managing Director) such of its powers, authorities and discretions (with power to sub-delegate) for such time, on such terms and subject to such conditions as it thinks fit; and
  - 89.3.2 revoke, withdraw, alter or vary all or any of such powers.

## **90 DELEGATION TO COMMITTEES**

- 90.1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Directors and (if thought fit) one or more other persons provided that:
- 90.1.1 a majority of the members of a committee shall be Directors; and

90.1.2 no resolution of a committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors.

90.2 The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may revoke, withdraw, alter or vary any such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated, any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee.

## **91 LOCAL MANAGEMENT**

91.1 The Board may establish any local or divisional boards or agencies for managing any of the affairs of the Company in any specified locality, either in the United Kingdom or elsewhere, and appoint any persons to be members of such local or divisional board, or any managers or agents, and may fix their remuneration.

91.2 The Board may delegate to any local or divisional board, manager or agent so appointed any of its powers, authorities and discretions (with power to sub-delegate) and may authorise the members of any such local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies. Any such appointment or delegation under this Article may be made, on such terms and conditions as the Board may think fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may revoke, withdraw, alter or vary all or any of such powers.

91.3 Subject to any terms and conditions expressly imposed by the Board, the proceedings of any local or divisional board or agency with two or more members shall be governed by such of these Articles as regulate the proceedings of the Board, so far as they are capable of applying.

## **92 POWER OF ATTORNEY**

The Board may, by power of attorney or otherwise, appoint any person or persons to be the agent of the Company and may delegate to any such person or persons any of its powers, authorities and discretions, in each case for such purposes and for such time, on such terms and conditions as it thinks fit. The Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may revoke, withdraw, alter or vary any of such powers.

## **93 EXERCISE OF VOTING POWER**

The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company, or any power of appointment to be exercised by the Company, in such manner as it thinks fit.

## **94 PROVISION FOR EMPLOYEES**

The Board may exercise any power conferred on the Company by the Companies Acts to make provision for the benefit of 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 that subsidiary undertaking.

## **95 OVERSEAS REGISTERS**

Subject to the Companies Acts, the Company may keep an overseas, local or other register and the Board may make and vary such regulations as it thinks fit respecting the keeping of any such register.

**96 BORROWING POWERS**

96.1 Subject to these Articles and the Companies Acts, the Board may exercise all the powers of the Company to:

96.1.1 borrow money;

96.1.2 indemnify and guarantee;

96.1.3 mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company;

96.1.4 create and issue debentures and other securities; and

96.1.5 give security either outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

**97 BOARD MEETINGS**

97.1 The Board can decide when and where to have meetings and how they will be conducted. They may also adjourn meetings.

97.2 A Board meeting can be called by any Director. The Secretary must call a Board meeting if asked to do so by a Director.

**98 NOTICE OF BOARD MEETINGS**

98.1 Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or given in writing or by electronic means to him at his last known address or any other address given by him to the Company for that purpose.

98.2 A Director may waive the requirement that notice be given to him of any Board meeting, either prospectively or retrospectively and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting.

**99 QUORUM**

99.1 The quorum necessary for the transaction of business may be determined by the Board and until otherwise determined shall be three persons, each being a Director or an alternate Director. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions for the time being vested in or exercisable by the Board.

99.2 If a Director ceases to be a director at a Board meeting, he can continue to be present and to act as a director and be counted in the quorum until the end of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

**100 CHAIRMAN**

100.1 The Board will appoint one or more of its body as Chairman or Joint Chairman and may appoint one or more of its body as Deputy Chairman of its meetings and may determine the period for which he is or they are to hold office and may at any time remove him or them from office.

100.2 If no such Chairman or Deputy Chairman is elected, or if at any meeting neither a Chairman nor a Deputy Chairman is present within five minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting. In the event two or more Joint Chairmen or, in the absence of a Chairman, two or more Deputy Chairman being present, the Joint Chairman or Deputy Chairman to act as Chairman of the meeting shall be decided

by those Directors present. Any Chairman or Deputy Chairman may also hold executive office under the Company.

**101 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 that meeting shall have a second or casting vote.

**102 PARTICIPATION BY TELEPHONE OR OTHER FORM OF COMMUNICATION**

102.1 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or any other form of communications equipment (whether in use when these Articles are adopted or developed subsequently), provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting.

102.2 A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting then is.

102.3 A resolution passed at any meeting held in the above manner, and signed by the Chairman of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee, as the case may be) duly convened and held.

**103 RESOLUTION IN WRITING**

103.1 A resolution in writing signed or confirmed electronically by all the Directors for the time being entitled to receive notice of a Board meeting and to vote on the resolution and not being less than a quorum (or by all the members of a committee of the Board for the time being entitled to receive notice of such committee meeting and to vote on the resolution and not being less than a quorum of that committee), shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee, as the case may be).

103.2 Such a resolution may consist of several documents or electronic communications in the same form each signed or authenticated by one or more of the Directors or members of the relevant committee.

**104 PROCEEDINGS OF COMMITTEES**

All committees of the Board shall, in the exercise of the powers delegated to them and in the transaction of business, conform with any mode of proceedings and regulations which the Board may prescribe and subject to this shall be governed by such of these Articles as regulate the proceedings of the Board as are capable of applying.

**105 MINUTES OF PROCEEDINGS**

105.1 The Board shall keep minutes of all shareholder meetings, all Board meetings and meetings of committees of the Board. The minutes must include the names of the Directors present.

105.2 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 meeting or the Secretary, shall be evidence of the matters stated in such minutes without any further proof.

**106 VALIDITY OF PROCEEDINGS**

All acts done by a meeting of the Board, or of a committee of the Board, or by any person acting as a Director, alternate Director or member of a committee shall be valid even if it is discovered afterwards that there was some defect in the appointment of any person or persons acting, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office.

## **107 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 107.1 Subject to the Companies Acts and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company may:
- 107.1.1 be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - 107.1.2 act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
  - 107.1.3 be or become a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
  - 107.1.4 hold any office or place of profit with the Company (except as auditor) in conjunction with his office of Director for such period and upon such terms, including as to remuneration as the Board may decide.
- 107.2 A Director shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

## **108 PERMITTED INTERESTS AND VOTING**

- 108.1 A Director cannot vote or be counted in the quorum on any resolution which may give rise to a conflict of interest but can vote on the following:
- 108.1.1 giving him any security, guarantee or indemnity for any money or any liability which he, or any other person, has lent or obligations he or any other person has undertaken at the request, or for the benefit, of the Company or any of its subsidiary undertakings;
  - 108.1.2 giving any security, guarantee or indemnity to any other person for a debt or obligation which is owed by the Company or any of its subsidiary undertakings, to that other person if the Director has taken responsibility for some or all of that debt or obligation. The Director can take this responsibility by giving a guarantee, indemnity or security;
  - 108.1.3 a proposal or contract relating to an offer of any shares or debentures or other securities for subscription or purchase by the Company or any of its subsidiary undertakings, if the Director takes part because he is a holder of shares, debentures or other securities, or if he takes part in the underwriting or sub-underwriting of the offer;
  - 108.1.4 any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which only gives him benefits which are also generally given to employees to whom the arrangement relates;
  - 108.1.5 any arrangement involving any other company if the Director (together with any person connected with the Director) has an interest of any kind in that company (including an interest by holding any position in that company or by being a shareholder of that company). This does not apply if he knows that he has a Relevant Interest.
  - 108.1.6 a contract relating to insurance which the Company can buy or renew for the benefit of the Directors or a group of people which includes Directors; and

- 108.1.7 a contract relating to a pension, superannuation or similar scheme or a retirement, death, disability benefits scheme or employees' share scheme which gives the Director benefits which are also generally given to the employees to whom the scheme relates.
- 108.2 A Director cannot vote or be counted in the quorum on a resolution relating to his own appointment or the settlement or variation of the terms of his appointment to an office or place of profit with the Company or any other company in which the Company has an interest.
- 108.3 A company shall be deemed to be one in which the Director has a **Relevant Interest** if and so long as (but only if and so long as) he is to his knowledge (either directly or indirectly) the holder of or beneficially interested in one per cent or more of any class of the equity share capital of that company (calculated exclusive of any shares of that class in that company held as treasury shares) or of the voting rights available to members of that company. In relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise. Where a company in which a Director has Relevant Interest is interested in a contract, he also shall be deemed interested in that contract.
- 108.4 If a question arises at a Board meeting about whether a Director (other than the Chairman of the meeting) has an interest which is likely to give rise to a conflict of interest, or whether he can vote or be counted in the quorum, and the Director does not agree to abstain from voting on the issue or not to be counted in the quorum, the question must be referred to the Chairman of the meeting. The Chairman's ruling about the relevant Director is final and conclusive, unless the nature and extent of the Director's interests have not been fairly disclosed to the Directors. If the question arises about the Chairman of the meeting, the question must be directed to the Directors. The Chairman cannot vote on the question but can be counted in the quorum. The Directors' resolution about the Chairman is final and conclusive, unless the nature and extent of the Chairman's interests have not been fairly disclosed to the Directors.
- 109 **DIRECTORS' CONFLICTS OF INTEREST**
- 109.1 The Board may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not so authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act (**Conflict**).
- 109.2 A Director seeking authorisation in respect of a Conflict shall declare to the Board the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The Director shall provide the Board with such details of the matter as are necessary for the Board to decide how to address the Conflict together with such additional information as may be requested by the Board.
- 109.3 Any authorisation under this article will be effective only if:
- 109.3.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles;
  - 109.3.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director and any other interested Director; and
  - 109.3.3 the matter is agreed to without the Interested Director voting or would be agreed to if the Interested Director's and any other interested Director's vote is not counted.
- 109.4 Any authorisation of a Conflict under this Article must be recorded in writing (but the authority shall be effective whether or not the terms are so recorded) and may (whether at the time of giving the authorisation or subsequently):
- 109.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 109.4.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
  - 109.4.3 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
  - 109.4.4 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - 109.4.5 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 109.5 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 109.6 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 109.7 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.

## 110 GENERAL

- 110.1 For the purposes of Articles 107 to 109 inclusive (which shall apply equally to alternate Directors):
- 110.1.1 an interest of a person who is connected (which word shall have the meaning given to it by section 252 of the Act) with a Director shall be treated as an interest of the Director;
  - 110.1.2 a contract includes references to any proposed contract and to any transaction or arrangement or proposed transaction or arrangement whether or not consulting a contract.
  - 110.1.3 a conflict of interest includes a conflict of interest and duty and a conflict of duties.
  - 110.1.4 subject to the Companies Acts, the Company may by ordinary resolution suspend or relax the provisions of Articles 107 to 109 to any extent or ratify any contract not properly authorised by reason of a contravention of any of the provisions of Articles 107 to 109.

## 111 POWER TO AUTHENTICATE DOCUMENTS

Any Director, the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts. Where any books, records, documents or accounts are not at the Office, the local manager or other officer of the Company who has their custody shall be deemed to be a person appointed by the Board for this purpose. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or the Board or any committee which is so certified 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.

**112 DECLARATION OF DIVIDENDS**

Subject to the Act and these Articles, the Company may by ordinary resolution declare dividends to be paid to members according to their respective rights and interests in the profits of the Company. However, no dividend shall exceed the amount recommended by the Board.

**113 INTERIM DIVIDENDS**

Subject to the Act, the Board may declare and pay such interim dividends (including any dividend at a fixed rate) as appears to the Board to be justified by the profits of the Company available for distribution. If the Board acts in good faith, it shall not incur any liability to the holders of shares for any loss that they may suffer by the lawful payment of any interim dividend on any other class of shares ranking with or after those shares.

**114 CALCULATION AND CURRENCY OF DIVIDENDS**

**114.1** Except as provided otherwise by the rights attached to shares, all dividends:

**114.1.1** shall be declared and paid accordingly to the amounts paid up (otherwise than in advance of calls) on the shares on which the dividend is paid; and

**114.1.2** shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms that it shall rank for dividend as from a particular date, it shall rank for dividend accordingly.

**115 AMOUNTS DUE ON SHARES CAN BE DEDUCTED FROM DIVIDENDS**

The Board may deduct from any dividend or other money payable to any person 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 the shares of the Company. Sums so deducted can be used to pay amounts owing to the Company in respect of the shares.

**116 DIVIDENDS NOT IN CASH**

**116.1** The Board may, by ordinary resolution of the Company direct, or in the case of an interim dividend may without the authority of an ordinary resolution direct, that payment of any dividend declared may be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways. Where any difficulty arises regarding such distribution, the Board may settle it as it thinks fit. In particular, the Board may:

**116.1.1** issue fractional certificates (or ignore fractions);

**116.1.2** fix the value for distribution of such assets or any part of them and determine that cash payments may be made to any members on the basis of the values so fixed, in order to adjust the rights of members; and

**116.1.3** vest any such assets in trustees on trust for the person entitled to the dividend.

**117 NO INTEREST ON DIVIDENDS**

Unless otherwise provided by the rights attached to the share, no dividend or other monies payable by the Company or in respect of a share shall bear interest payable by the Company.

## **118 METHOD OF PAYMENT**

- 118.1 The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by direct debit, bank transfer, cheque, dividend warrant, or money order or by any other method, including by electronic means, as the Board may consider appropriate. For uncertificated shares, any payment may be made by means of the relevant system (subject always to the facilities and requirements of the relevant system) and such payment may be made by the Company or any person on its behalf by sending an instruction to the operator of the relevant system to credit the cash memorandum account of the holder or joint holders of such shares or, if permitted by the Company, of such person as the holder or joint holders may in writing direct.
- 118.2 The Company may send such payment by post or other delivery service (or by such means offered by the Company as the member or person entitled to it may agree in writing) to the registered address of the member or person entitled to it (or, if two or more persons are holders of the share or are jointly entitled to it because of the death or bankruptcy of the member or otherwise by operation of law, to the registered address of such of those persons as is first named in the Register) or to such person and such address as such member or person may direct in writing.
- 118.3 Every cheque, warrant, order or other form of payment is sent at the risk of the person entitled to the money represented by it and shall be made payable to the person or persons entitled, or to such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant, order or other form of payment (including transmission of funds through a bank transfer or other funds transfer system or by such other electronic means as permitted by these Articles or in accordance with the facilities and requirements of the relevant system concerned) shall be good discharge to the Company. If any such cheque, warrant, order or other form of payment has or shall be alleged to have been lost, stolen or destroyed the Board may, at the request of the person entitled to it, issue a replacement cheque or warrant or order or make payment in some other form, subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Board may think fit.
- 118.4 Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other monies payable in respect of such share.

## **119 UNCASHED DIVIDENDS**

If cheques, warrants or orders for dividends or other sums payable in respect of a share sent by the Company to the person entitled to them are returned to the Company or left uncashed on two consecutive occasions or, following one occasion, reasonable enquires have failed to establish any new address to be used for the purpose, the Company does not have to send any dividends or other monies payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

## **120 UNCLAIMED DIVIDENDS**

All dividends, interest or other sums payable and unclaimed for 12 months after having become payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. The Company shall not be a trustee in respect of such unclaimed dividends and will not be liable to pay interest on it. All dividends that remain unclaimed for 12 years after they were first declared or became due for payment shall (if the Board so resolves) be forfeited and shall cease to remain owing by the Company.

## **121 SCRIP DIVIDENDS**

- 121.1 The Board may, by ordinary resolution of the Company and subject to such terms and conditions as the Board may determine, offer to any holders of shares (excluding any member holding shares as treasury shares) the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply:

- 121.1.1 the said resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period or periods but such period may not end later than the fifth anniversary of the date of the meeting at which the ordinary resolution is passed;
- 121.1.2 the entitlement of each holder of shares to new shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder would have received by way of dividend. For this purpose **relevant value** shall be calculated by reference to the average of the middle market quotations for the shares on any recognised investment exchange showing quotations for the Company's shares, for the day on which the shares are first quoted "ex" the relevant dividend and the four subsequent dealing days, or in such other manner as the Board may determine on such basis as it considers to be fair and reasonable. A certificate or report by the Company's auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount;
- 121.1.3 no fractions of a share shall be allotted. The Board may make such provisions as it thinks fit for any fractional entitlements including provisions where, in whole or in part, the benefit accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any member and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of any member of fully paid ordinary shares and/or provisions where cash payments may be made to members in respect of their fractional entitlements;
- 121.1.4 the Board shall, after determining the basis of allotment, notify the holders of shares in writing of the right of election offered to them, and specify the procedure to be followed and place at which, and the latest time by which, elections must be lodged in order to be effective. No such notice need to be given to holders of shares who have previously given election mandates in accordance with this article and whose mandates have not been revoked. The accidental omission to give notice of any right of election to, or the non-receipt (even if the Company becomes aware of such non-receipt) of any such notice by, any holder of shares entitled to the same shall neither invalidate any offer of an election nor give rise to any claim, suit or action;
- 121.1.5 the Board shall not proceed with any election unless the Company has sufficient reserves or funds that may be capitalised, and the Board has authority to allot sufficient shares, to give effect to it after the basis of the allotment is determined;
- 121.1.6 the Board may exclude from any offer or make other arrangements in relation to any holders of shares where the Board considers that the making of the offer to them or in respect of such shares would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them;
- 121.1.7 the Board may establish or vary a procedure for election mandates in respect of future rights of election and may determine that every duly effected election in respect of any shares shall be binding on every successor in title to the holder;
- 121.1.8 the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on shares in respect of which an election has been duly made (**elected shares**) and instead additional ordinary shares shall be allotted to the holders of the elected shares on the basis of allotment determined as stated above. For such purpose the Board may capitalise, out of any amount held in credit for the time being, in any reserve or fund (including any share premium account or capital redemption reserve) or any of the profits which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional shares to be allotted on such basis and apply it in paying up in full the appropriate number of unissued shares for allotment and distribution to the holders of the elected ordinary shares on such basis. The Board may do all acts and things considered necessary or expedient to give effect to any such capitalisation;

- 121.1.9 the Board may decide how any costs relating to the new shares to be issued in place of a cash dividend will be met, including to deduct an amount from the entitlement of a holder of shares under this Article;
- 121.1.10 the additional shares so allotted shall rank *pari passu* in all respects with each other and with the fully paid shares in issue on the record date for the dividend in respect of which the right of election has been offered, except that they will not rank for any dividend or other distribution or other entitlement which has been declared, paid or made by reference to such record date; and
- 121.1.11 the Board may terminate, suspend, or amend any offer of the right to elect to receive shares in lieu of any cash dividend at any time and generally may implement any scrip dividend scheme on such terms and conditions as the Board may determine and take such other action as the Board may deem necessary or desirable in respect of any such scheme.

## 122 CAPITALISATION OF RESERVES

### 122.1 The Board may, with the authority of an ordinary resolution of the Company:

- 122.1.1 save as provided in this Article, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company which is available for distribution or standing to the credit of the share premium account of capital redemption reserve or other undistributable reserve;
- 122.1.2 appropriate the sum resolved to be capitalised to the members in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued 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 partly in one way and partly in the other, provided that:
  - 122.1.2.1 the share premium account, the capital redemption reserve, any other undistributable reserve and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up in full shares to be allotted to members credited as fully paid;
  - 122.1.2.2 the Company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of members to the distribution will be calculated accordingly; and
  - 122.1.2.3 in a case where any sum is applied in paying amounts for the time being unpaid on any shares of the Company or in paying up in full debentures of the Company, the amount of the net assets of the Company at that time in not less than the aggregate of the called up share capital of the Company and its undistributable reserves as shown in the latest audited accounts of the Company or such other accounts as may be relevant and would not be reduced below that aggregate by the payment of it;
- 122.1.3 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 such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends;

- 122.1.4 make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of it to the Company rather than to the members concerned) or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions;
- 122.1.5 authorise any person to enter on behalf of such members concerned into an agreement with the Company providing for either:
- 122.1.5.1 the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation; or
- 122.1.5.2 the payment up by the Company on behalf of such members by the application of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares,
- (any agreement made under such authority being effective and binding on all such members); and
- 122.1.6 generally do all acts and things required to give effect to such resolution.

## 123 RECORD DATES

- 123.1 Notwithstanding any other provision of these Articles but without prejudice to the rights attached to any shares and subject always to the Act, the Company or the Board may by resolution specify any date (**record date**) as the date at the close of business (or such other time as the Board may determine) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue, notice, information, document or circular. Such record date may be before, on or after the date on which the dividend, distribution, interest, allotment, issue, notice, information, document or circular is declared, made, paid, given, or served.
- 123.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, interest, allotment, issue, notice, information, document or circular shall be determined by reference to the date on which the dividend is declared, the distribution allotment or issue is made or the notice, information, document or circular made, given or served.

## 124 INSPECTION OF RECORDS

No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by law, by order of a court of competent jurisdiction, by the Board or by ordinary resolution of the Company.

## 125 SERVICE OF NOTICES

- 125.1 The Company can send, deliver or serve any notice or other document, including a share certificate, to or on a member:
- 125.1.1 personally;
- 125.1.2 by sending it through the postal system addressed to the member at his registered address or by leaving it at that address addressed to the member;
- 125.1.3 through a relevant system, where the notice or document relates to uncertificated shares;
- 125.1.4 where appropriate, by sending or supplying it in electronic form to an address notified by the member to the Company for that purpose;

125.1.5 where appropriate, by making it available on a website and notifying the member of its availability in accordance with this Article; or

125.1.6 by any other means authorised in writing by the member.

125.2 In the case of joint holders of a share:

125.2.1 service, sending or supply of any notice, document or other information on or to one of the joint holders shall for all purposes be deemed a sufficient service on, sending or supplying to all the joint holders; and

125.2.2 anything to be agreed or specified in relation to any notice, document or other information to be served on, sent or supplied to them may be agreed or specified by any one of the joint holders and the agreement or specification of the first named in the Register shall be accepted to the exclusion of that of the other joint holders.

125.3 Where a member (or, in the case of a joint holders, the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which notices, documents or other information may be given to him or has given to the Company an address for the purposes of communications by electronic means at which notices, documents or other information may be served, sent or supplied to him, he shall be entitled to have notices served, sent or supplied to him at such address or, where applicable, the Company may make them available on a website and notify the holder of that address. Otherwise no such member shall be entitled to receive any notice, document or other information from the Company.

125.4 If the Company sends two consecutive documents to a member over a period of at least 12 months and each of those documents is returned undelivered, or the Company receives notification that they have not been delivered, that member ceases to be entitled to receive notices from the Company.

125.5 A member who has ceased to be entitled to receive notices from the Company becomes entitled to receive such notices again by supplying the Company with details of a new address to be recorded in the register of members or with details of an address for service of notices and supply of documents in electronic form.

125.6 The Company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all of the members.

## 126 NOTICE ON PERSON ENTITLED BY TRANSMISSION

The Company may give notice to the person entitled to a share because of the death or bankruptcy of a member or otherwise by operation of law, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claimed to be so entitled or to which notices may be sent in electronic form. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

## 127 RECORD DATE FOR SERVICE

Any notice, document or other information may be served, sent or supplied by the Company by reference to the register as it stands at any time not more than 15 days before the date of service, sending or supplying. No change in the register after that time shall invalidate that service, sending or supply. Where any notice, document or other information is served on, sent or supplied to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service, sending or supplying of that notice, document or other information.

## 128 EVIDENCE OF SERVICE

- 128.1 Any notice, document or other information, addressed to a member at his registered address or address for service in the United Kingdom shall, if served, sent or supplied by first class post, be deemed to have been served or delivered on the day after the day when it was put in the post (or, where second class post is employed, on the second day after the day when it was put in the post). Proof that an envelope containing the notice, document or other information was properly addressed and put into the post as a prepaid letter shall be conclusive evidence that the notice was given.
- 128.2 Any notice, document or other information not served, sent or supplied by post but delivered or left at a registered address or address for service in the United Kingdom (other than an address for the purposes of communications by electronic means) shall be deemed to have been served or delivered on the day on which it was so delivered or left.
- 128.3 Any notice, document or other information, if served, sent or supplied by electronic means shall be deemed to have been received on the day on which the electronic communication was sent by or on behalf of the Company notwithstanding that the Company subsequently sends a hard copy of such notice, document or other information by post. Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this Article. Proof that the notice, document or other information was properly addressed shall be conclusive evidence that the notice by electronic means was given.
- 128.4 Any notice, document or other information served, sent or supplied by the Company by means of a relevant system shall be deemed to have been received when the Company or any sponsoring system-participant acting on its behalf sends the issuer-instruction relating to the notice, document or other information.
- 128.5 Any notice, document or other information served, sent or supplied by the Company by any other means authorised in writing by the member concerned shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

## 129 NOTICE WHEN POST NOT AVAILABLE

If at any time by reason of the suspension, interruption 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, the Company need only give notice of a general meeting to those members with whom the Company can communicate by electronic means and who have provided the Company with an address for this purpose. The Company shall at the same time also make the notice available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment of it. 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 means if, at least seven days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

## 130 INDEMNITY AND INSURANCE

### 130.1 In this Article:

- 130.1.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- 130.1.2 a **relevant officer** means any Director or other officer or former director or other officer of the Company or an associated 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 associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor); and

- 130.1.3 **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company.
- 130.2 Subject to article 130.4, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 130.2.1 each relevant officer shall be indemnified out of the Company's assets against all relevant loss and in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including 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 Company's (or any associated company's) affairs; and
- 130.2.2 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 130.2.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 130.3 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 130.4 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.