HEMMA RETAIL UK LIMITED
("the Company")

ARTICLES OF ASSOCIATION

As adopted on 16 May 2022

EXCLUSION OF MODEL ARTICLES

1 The Model Articles referred to in The Companies (Model Articles) Regulations 2008 shall not apply to the Company and these Articles shall be the Articles of Association of the Company.

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

2 In these Articles, unless the context requires otherwise:

Articles means these Articles of Association;

Bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Chairman means the person from time to time appointed as the Chairman under Article 27;

Chairman of the Meeting has the meaning given in Article 100;

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

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

Distribution Recipient means, in respect of a Share on which a dividend or other sum is payable:

(a) the Holder of the Share; or

(b) if the Share has two or more joint Holders, whichever of them is named first in the register of members; or

(c) if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittee;

Document includes, unless otherwise specified, any Document sent or supplied in Electronic Form;

Electronic Form means a document or information sent or supplied

(a) by electronic means (for example, by e-mail or fax), or

(b) by any other means while in an electronic form (for example, sending a disk by post) and references to electronic copy have a corresponding meaning;

Fully Paid in relation to a Share, means that the nominal value and any premium to be Paid to the Company in respect of that Share have been Paid to the Company;

Hard Copy Form means a document or information sent or supplied in a paper copy or similar form capable of being read;

Holder in relation to any Share means the person whose name is entered in the register of members as the holder of the Share;

Instrument means a Document in Hard Copy Form;

Ordinary Resolution means a resolution of the members (or of a class of members) of the Company (other than a resolution proposed as a special resolution) passed by a simple majority and for this purpose a written resolution is passed by a simple majority if it is passed by members representing a simple majority of the total voting rights of eligible members and a resolution passed at a meeting on a show of hands is passed by a simple majority if it is passed by a simple majority of:

(a) the members who, being entitled to do so, vote in person on the resolution, and

(b) the persons who vote on the resolution as duly appointed proxies of members entitled to vote on it

and a resolution passed on a poll taken at a meeting is passed by a simple majority if it is passed by members representing a simple majority of the total voting rights of members who (being entitled to do so) vote in person or by proxy on the resolution.

Paid means paid or credited as paid;

Participate, in relation to a Directors' meeting, has the meaning given in Article 22;

Proxy Notice has the meaning given in Article 116;

Shareholder means a person who is the Holder of a Share;

Share means a share in the Company;

Special Resolution means a resolution of the members (or of a class of members) of the Company that is stated to be proposed as a special resolution and that is passed by a majority of not less than 75%, and for this purpose a written resolution is passed by a majority of not less than 75% if it is passed by members representing not less than 75% of the total voting rights of eligible members and a resolution passed at a meeting on a show of hands is passed by a majority of not less than 75% if it is passed by not less than 75% of:

(a) the members who, being entitled to do so, vote in person on the resolution, and

(b) the persons who vote on the resolution as duly appointed proxies of members entitled to vote on it

and a resolution passed on a poll taken at a meeting is passed by a majority of not less than 75% if it is passed by members representing not less than 75% of the total voting rights of the members who (being entitled to do so) vote in person or by proxy on the resolution

provided that a resolution passed at a meeting is only a special resolution if the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a special resolution;

Subsidiary means a company in respect of which another company (its "holding company"):

(a) holds a majority of the voting rights in it, or

(b) is a member of it and has the right to appoint or remove a majority of its board of directors, or

(c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it,

and includes a subsidiary (as defined above) of the company itself;

Transmittee means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law; and

Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

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

Liability of members

4 The liability of the members is limited to the amount, if any, unpaid on any Share held by them.

DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

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

Shareholders' reserve power

6 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action, but no such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

Directors may delegate

7 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories; and on such terms and conditions as they think fit.

8 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

9 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

10 Committees to which the Directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on the provisions of these Articles which govern the taking of decisions by Directors.

11 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

12 Subject to Article 13, a decision of the Directors may be taken by either a unanimous or a majority decision at a meeting or in accordance with Articles 14 to 17.

13 If the Company only has one Director Article 12 shall not apply and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

Unanimous decisions of eligible directors

14 A decision shall be valid if all eligible Directors indicate to each other by any means that they share a common view on a matter.

15 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing.

16 A decision may not be taken in accordance with Articles 14 and 15 if the eligible Directors would not have formed a quorum at a Directors' meeting to consider the matter.

17 References in Articles 14 to 16 to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

Calling a Directors' meeting

18 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

19 Notice of any Directors' meeting must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

20 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.

21 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in Directors' meetings

22 Subject to these Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when

(a) the meeting has been called and takes place in accordance with these Articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

23 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for Directors' meetings

24 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

25 Subject to Article 26, the quorum for Directors' meetings shall be two unless there is only one Director in which case it shall be one.

26 If no quorum is present at a meeting it shall be adjourned to the same time and place in the following week (or the next business day if that day is not a business day) and any Director who attends the adjourned meeting shall be a quorum.

Chairing of Directors' meetings

27 The Directors may appoint a Director to chair their meetings and the person so appointed for the time being is known as the Chairman.

28 The Directors may terminate the Chairman's appointment at any time.

29 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

Casting vote

30 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.

But this does not apply if, in accordance with these Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

31 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes, unless Article 32 applies.

32 This Article applies when:

(a) the Company by Ordinary Resolution disapplies the provision of these Articles which would otherwise prevent a Director from being counted as participating in the decision-making process; or

(b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the Director's conflict of interest arises from a permitted cause; or

(d) the director has disclosed the nature and extent of his interest to the Directors.

33 For the purposes of Article 32, the following are permitted causes:

(a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its Subsidiaries;

(b) subscription, or an agreement to subscribe, for any Share or other security of the Company or any of its Subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such Share or security; and

(c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its Subsidiaries which do not provide special benefits for Directors or former Directors.

34 For the purposes of Articles 31 and 32, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

35 Subject to Article 36, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive.

36 If any question as to the right to Participate in the meeting (or part of the

meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

37 Subject to the provisions of the Companies Acts, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

Records of decisions to be kept

38 The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

Directors' discretion to make further rules

39 Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT OF DIRECTORS

Methods of appointing Directors

40 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

(a) by Ordinary Resolution,

(b) by a decision of the Directors; or

(c) by notice to the Company from the Holders of a majority of the Shares providing for such person to be appointed as a Director.

41 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in Writing, to appoint a person to be a Director.

42 For the purposes of Article 41, where 2 or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

Termination of Director's appointment

43 A person ceases to be a Director as soon as:

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

(b) a Bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

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

(f) a written notice is received by the Company from the Holders of a majority of the Shares providing for the removal of such Director as a Director.

Directors' remuneration

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

45 Directors are entitled to such remuneration as the Directors determine:

(a) for their services to the Company as Directors, and

(b) for any other service which they undertake for the Company.

46 Subject to these Articles, a Director's remuneration may:

(a) take any form, and

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

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

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

Directors' expenses

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

(a) meetings of Directors or committees of Directors,

(b) general meetings, or

(c) separate meetings of the Holders of any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

COMPANY SECRETARY

Appointment of Company Secretary

50 The Directors may appoint a company secretary if they wish to do so, but the Company is not required to have one. Any company secretary who is appointed shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any company secretary so appointed may be removed by them.

SHARES

All Shares to be Fully Paid up

51 No Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.

52 This does not apply to any Share taken on the formation of the Company by the subscribers to the Company's memorandum.

Powers to issue different classes of Share

53 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.

54 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

Company not bound by less than absolute interests

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

Share certificates

56 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

57 Every certificate must specify:

(a) in respect of how many Shares, of what class, it is issued;

(b) the nominal value of those Shares;

(c) that the Shares are Fully Paid; and

(d) any distinguishing numbers assigned to them.

58 No certificate may be issued in respect of Shares of more than one class.

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

60 Certificates must:

(a) have affixed to them the Company's common seal, or

(b) be otherwise executed in accordance with the Companies Acts.

Replacement Share certificates

61 If a certificate issued in respect of a Shareholder's Shares is damaged or defaced, or said to be lost, stolen or destroyed, the Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

62 A Shareholder exercising the right to be issued with such a replacement certificate:

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

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

Share transfers

63 Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.

64 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.

65 The Company may retain any Instrument of transfer which is registered.

66 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.

67 The Directors may refuse to register the transfer of a Share, and if they do so, the Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of Shares

68 If title to a Share passes to a Transmittee, the Company may only recognise the Transmittee as having any title to that Share.

69 A Transmittee who produces such evidence of entitlement to a Share as the Directors may properly require:

(a) may, subject to these Articles, choose either to become the Holder of the Share or to have it transferred to another person, and

(b) subject to these Articles, and pending any transfer of the Share to another person, has the same rights as the Holder had.

But Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of any Share to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of the Share.

Exercise of Transmittees' rights

70 Transmittees who wish to become the Holders of a Share to which they have become entitled must notify the Company in Writing of that wish and such notification shall be treated as if it were a transfer and shall be subject to Article 67.

71 If the Transmittee wishes to have a Share transferred to another person, the Transmittee must execute an Instrument of transfer in respect of it.

72 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

Transmittees bound by prior notices

73 If a notice is given to a Shareholder in respect of any Share and a Transmittee is entitled to that Share, the Transmittee is bound by the notice if it was given to the Shareholder before the Transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

74 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.

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

76 No dividend may be declared or Paid unless it is in accordance with the Shareholders' respective rights.

77 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which any Share is issued, specify otherwise, it must be Paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

78 If the Company's share capital is divided into different classes, no interim dividend may be Paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

79 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

80 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Share with deferred or non-preferred rights.

Payment of dividends and other distributions

81 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be Paid by one or more of the following means:

(a) transfer to a bank or building society account specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide;

(b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in Writing or as the Directors may otherwise decide; or

(d) any other means of payment as the Directors agree with the Distribution Recipient either in Writing or by such other means as the Directors decide.

No interest on distributions

82 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

(a) the terms on which the Share was issued, or

(b) the provisions of another agreement between the Holder of that Share and the Company.

Unclaimed distributions

83 All dividends or other sums which are:

(a) payable in respect of a Share, and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

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

85 If:

(a) twelve years have passed from the date on which a dividend or other sum became due for payment, and

(b) the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

Non-cash distributions

86 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

87 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

Waiver of distributions

88 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in Writing to that effect, but if:

(a) the Share has more than one Holder, or

(b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

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

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

90 Capitalised sums must be applied:

(a) on behalf of the persons entitled, and

(b) in the same proportions as a dividend would have been distributed to them.

91 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the persons entitled or as they may direct.

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

93 Subject to these Articles, the Directors may:

(a) apply capitalised sums in accordance with Articles 91 and 92 partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

DECISION-MAKING BY SHAREHOLDERS
ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

94 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

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

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

96 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

97 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

98 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for general meetings

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

Chairing general meetings

100 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so. If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the Directors present, or

(b) (if no Directors are present), the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

The person chairing a meeting in accordance with this Article is referred to as **the Chairman of the Meeting**.

Attendance and speaking by Directors and non-shareholders

101 Directors may attend and speak at general meetings, whether or not they are Shareholders.

102 The Chairman of the Meeting may permit other persons who are not:

(a) shareholders of the Company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

Adjournment

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

104 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment, or

(b) it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

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

106 When adjourning a general meeting, the Chairman of the Meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

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

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

(a) to the same persons to whom notice of the Company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

108 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

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

Errors and disputes

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

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

Poll votes

112 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote, or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

113 A poll may be demanded by:

(a) the Chairman of the Meeting;

(b) the Directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

114 A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken, and

(b) the Chairman of the Meeting consents to the withdrawal.

115 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

Content of Proxy Notices

116 Proxies may only validly be appointed by a notice in Writing (a **Proxy Notice**) which:

(a) states the name and address of the Shareholder appointing the proxy;

(b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and

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

117 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

118 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

119 Unless a Proxy Notice indicates otherwise, it must be treated as:

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

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

Effect of Proxy Notices

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

121 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

122 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

123 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

124 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

(a) notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

125 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

(a) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

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

ADMINISTRATIVE ARRANGEMENTS

Means of communication

127 Subject to these Articles, anything sent or supplied by or to the Company under these Articles or pursuant to the Companies Acts, or pursuant to any other rule or regulation to which the Company may be subject (and if permitted by such rule or regulation), may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company (including, without limitation, by making documents or information available on a website).

128 Subject to these Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

129 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

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

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

132 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

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

(a) any Director of the Company;

(b) the company secretary (if any); or

(c) any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

No right to inspect accounts and other records

133 Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder.

Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

135 Subject to Article 136, a relevant officer (as defined below) may without prejudice to any other indemnity to which that relevant officer may otherwise be entitled, be indemnified out of the Company's assets against:

(a) any liability incurred by that relevant officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

(b) any liability incurred by that relevant officer in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that relevant officer as an officer of the Company or an associated company.

136 Article 135 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.

Insurance

137 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer (as defined below) in respect of any relevant loss (as also defined below).

138 In Articles 135 and 137:

(a) a **relevant officer** means any director or secretary or former director or secretary of the Company or an associated company,

(b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

(c) companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.