

EDFE

Company No. 9200461

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTION IN WRITING

of

**RAINBOWGLEN LIMITED**  
(the "Company")

Clifford Chance Nominees Limited, being the sole member of the Company who at the circulation date of this resolution would have been entitled to vote on the resolution, RESOLVES, in accordance with Chapter 2, Part 13 of the Companies Act 2006 to pass the following resolution which has been proposed as a special resolution:

**SPECIAL RESOLUTION**

THAT new articles of association, in the form of the annexed draft, be adopted in substitution for the Company's existing articles of association.

SIGNATURE: \_\_\_\_\_

MARK POULTON for and on behalf of Clifford Chance Nominees Limited

DATE: \_\_\_\_\_

24/11/14

MONDAY



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24/11/2014

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COMPANIES HOUSE

**Notes:**

1. The circulation date of this resolution is 24 November 2014. This resolution has been sent to eligible members who would have been entitled to vote on the resolution on this date. Only such eligible members (or persons duly authorised on their behalf) should sign this resolution.
2. An eligible member can signify its agreement to the resolution by signing the resolution and by delivering a copy of the signed resolution to an officer of the Company by hand
3. This resolution must be passed by 21 December 2014. If the resolution is not passed by such date it will lapse. The agreement of a member to this resolution is ineffective if signified after this date.

**Company Number: 9200461**

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES  
OF ASSOCIATION**

**EDF ENERGY LAKE LIMITED\***  
**(the "Company")**

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\* The Company's name was changed from Rainbowgen Limited to EDF Energy Lake Limited pursuant to a special resolution passed in writing on 24 November 2014

## **INTERPRETATION AND LIMITATION OF LIABILITY**

### **1.0 Defined Terms**

In these articles, unless the context requires otherwise—

“**alternate director**” has the meaning given in article 23;

“**articles**” means the company’s articles of association for the time being in force.

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

“**chairman**” has the meaning given in article 14;

“**chairman of the meeting**” has the meaning given in article 47,

“**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**” has the meaning given in article 39,

“**document**” includes, unless otherwise specified, any document sent or supplied in electronic form;

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

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

“**Group**” in relation to any undertaking, means that undertaking and each of its parent undertakings (as defined in the Companies Act 2006) from time to time together with each of their respective subsidiary undertakings (as defined in the Companies Act 2006) from time to time,

“**hard copy form**” has the meaning given in section 1168 of the Companies Act 2006,

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

“**instrument**” means a document in hard copy form,

“**ordinary resolution**” has the meaning given in section 282 of the Companies Act 2006;

“**paid**” means paid or credited as paid,

“**participate**”, in relation to a directors’ meeting, has the meaning given in article 12,

“**proxy notice**” has the meaning given in article 53,

“**shareholder**” means a person who is a holder of a share;

“**shares**” means shares in the Company;

“**special resolution**” has the meaning given in section 283 of the Companies Act 2006;

“**subsidiary**” has the meaning given in section 1159 of the Companies Act 2006”;

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

“**writing**” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

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

### **2.0 Exclusion of Regulations**

The regulations contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) shall not apply to the Company and the Articles hereinafter contained shall be the Articles of Association of the Company

**3.0 Liability of Members**

The liability of the members shall be limited to the amount, if any, unpaid on the shares held by them.

**DIRECTORS**

**DIRECTORS' POWERS AND RESPONSIBILITIES**

**4.0 Directors' General Authority**

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

**5.0 Shareholders' Reserve Power**

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action

5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

**6.0 Borrowing Powers**

The directors may exercise all the powers of the Company to borrow monies and, subject to the provisions of these articles, to mortgage or charge its undertakings, property and uncalled capital or any part thereof and to issue debentures and other securities

**7.0 Directors May Delegate**

7.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles-

- a) to such person or committee;
- b) by such means (including by power of attorney),
- c) to such an extent,
- d) in relation to such matters or territories; and
- e) on such terms and conditions;

as they think fit.

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

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

**8.0 Committees**

8.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

8 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION MAKING BY DIRECTORS**

### **9 0 Directors to take decisions collectively**

9.1 Subject to article 9 2 below, any decision of the directors must be either a majority decision at a quorate meeting, or a decision taken in accordance with article 10.

9 2 If—

- a) the Company only has one director, and
  - b) no provision of the articles requires it to have more than one director,
- the director may take decisions without regard to any of the provisions of the articles relating to directors' decision making

### **10 0 Unanimous Decisions**

10 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

10.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or his alternate. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

10 3 References in this article 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.

10 4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

### **11.0 Calling a directors' meeting**

11.1 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.

11 2 A minimum of 7 clear days notice of directors' meetings is required, save where urgent business arises where such period of notice is not practicable.

11 3 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 directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

11.4 Notice of a directors' meeting must be given to each director, but need not be in writing.

11.5 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. Such notice may be retroactive, and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **12.0 Participation in directors' meeting**

12.1 Subject to the 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 the 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.

12.2 In determining whether directors are participating in a directors' meeting it is irrelevant where any director is or how they communicate with each other

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

## **13.0 Quorum for Directors' Meetings**

13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

13.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two

13.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

- a) to appoint further directors, or
- b) to call a general meeting so as to enable the shareholders to appoint further directors.

13.4 A director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the directors or of a committee of the Directors on any decision concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted, and whether or not he does, his participation at the meeting shall be taken into account in calculating the quorum

13.5 An alternate director shall, if his appointor is not participating, be counted in the quorum.

## **14.0 Chairing of Directors' Meetings**

14.1 The directors may appoint a director to chair their meetings.

14.2 The person so appointed for the time being is known as the chairman

14.3 The directors may terminate the chairman's appointment at any time.

14.4 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 their number to chair it

#### **15.0 Casting Vote**

15.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

15.2 Article 15.1, above, does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision making process for quorum or voting purposes.

#### **16.0 Conflicts of Interest**

16.1 Subject to the provisions of the Companies Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office

a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,

b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise interested;

c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any shareholder or any member of the same Group as a shareholder, or any body corporate in which any such member of the same Group is interested, and

d) may be involved in putting in place, amending, operating, implementing or supervising the performance of any transaction or arrangement between the Company or any body corporate in which the Company is otherwise interested and any shareholder or any member of the same Group as a shareholder, or any body corporate in which any such member of the same Group is interested.

16.2 If a director has duly declared his interest in a matter of the nature referred to in article 16.1:

a) the director 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;

b) the director shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate;

c) the director shall not be required to disclose to the Company, or use in performing his duties as a director, any confidential information relating to such office or employment if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that office or employment,



- d) the director may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from information, which will or may relate to that office, employment, transaction, arrangement or interest, and
- e) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

**16.3 For the purposes of this article:**

- a) a director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer, or employee of any shareholder or any member of the same Group as a shareholder or any body corporate in which any such member of the same Group is interested,
- b) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and
- c) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

**16.4 The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law.**

- a) any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties), and
- b) a director to accept or continue in any office, employment or position in addition to his office as a director and without prejudice to the generality of Article 16 4(a) may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises, provided that the authorisation is only effective if
  - i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director, and
  - ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted

**16 5 If a matter, or office, employment or position, has been authorised by the directors in accordance with Article 16 4 or is of the nature referred to in Article 16 1 or has been approved by the Shareholders pursuant to a members resolution then (subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below), the director:**

- a) shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of

confidence owed by him in relation to or in connection with that matter, or that office, employment or position,

b) may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position, and

c) shall not, by reason of his office as a director, be accountable to the Company for any benefit which he derives from any such matter, or from any such office, employment or position

16.6 Any director shall be entitled to pass any information relating to the Company, its business or affairs to any Shareholder, and neither a Shareholder nor the Company shall be entitled to raise any objection to such passing of information nor allege any breach of any duty to the Company as a result of such action

16.7 Subject to Article 13.4, 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.

16.8 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

17.0 **Records of Decisions to be kept**

Subject to the provisions of the Companies Act, 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

18.0 **Directors' Discretion to make Further Rules**

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

## **APPOINTMENT OF DIRECTORS**

19.0 **Methods of Appointing Directors**

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- a) by notice in writing given by the holder of the majority in nominal value of the ordinary shares in the Company, such notice to take effect upon receipt at the registered office address of the Company, or
- b) by a decision of the directors.

20.0 **Termination of Director's Appointment**

20.1 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) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers of rights which that person would otherwise have;
- f) 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
- g) notification is given in writing by the holder(s) of the majority in nominal value of the ordinary shares in the Company that the director is to be resigned, such resignation to take effect in accordance with its terms.

## **21 0 Directors' Remuneration**

- 21.1 Directors may undertake any services for the Company that the directors decide
- 21.2 Directors are entitled to such remuneration as the Company may by ordinary resolution determine—
  - a) for their services to the Company as directors,
  - b) for any other services which they undertake for the Company
- 21.3 Subject to the articles, a directors' 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
- 21 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

## **22 0 Directors' Expenses**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- a) meetings of the directors or committees of directors,
- b) general meetings, or
- c) separate meetings of the holders of any class of shares or debentures of the Company for the time being in issue,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **ALTERNATE DIRECTORS**

### **23 0 Appointment and Removal**

23.1 Any director (other than an alternate director) may from time to time appoint any other director or any person to be an alternate director of the Company, and may at any time remove any alternate director so appointed by him from office, and appoint another person approved as aforesaid in his place. Any appointment of an alternate director may provide for two or more persons in the alternative to act as an alternative.

23.2 Any such appointment or removal shall be by notice in writing to the Company signed by the director making or revoking the appointment (and in the case of an appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice) and shall take effect in accordance with the terms of such notice or in any other manner approved by the directors.

23.3 An alternate director shall:

- a) cease to be an alternate director if his appointor ceases for any reason to be a director; and
- b) cease to be an alternate director on the occurrence in relation of any event which, if it occurred in relation to his appointor, would result in the termination of the appointor's appointment as a director.

23.4 An alternate director has the same rights, in relation to any directors' meeting and all meetings of committees of directors of which his appointor is a member or directors' written resolution, as the alternate's appointor.

23.5 A person who is an alternate director but not a director

- a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
- b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

No alternate may be counted as more than one director for such purposes.

#### **24 0      Voting Rights Cumulative**

A director acting as an alternate director shall have an additional vote at directors' meetings on behalf of each eligible director for whom he acts as an alternate (provided the appointor is not participating and would have been entitled to vote if they were participating in the meeting) but he shall only count as one person for the purposes of determining whether a quorum is participating.

#### **25 0      Alternate Directors' Powers**

25.1 Save as otherwise provided in these articles, an alternate director shall not have power to act as a director nor shall he be deemed to be a director for the purposes of these articles.

25.2 An alternate director shall be deemed to be an officer of the Company and shall alone be responsible for his own acts and defaults and the director so appointing him shall not be responsible for the acts and defaults of an alternate director so appointed.

#### **26 0      Remuneration**

The remuneration of any alternate director shall be payable out of the remuneration payable to the director appointing him and shall consist of such part (if any) of the last mentioned remuneration as may be agreed between the alternate director and the director appointing him.

## **SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **27.0 All Shares to be fully paid up**

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

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

#### **28.0 Authority to Allot Shares**

28.1 In the event that the Company has more than one share class, then pursuant to section 551 of the Companies Act 2006, the directors are generally and unconditionally authorised to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to an aggregate nominal amount of not more than 50% of the issued share capital of the Company for the time being, at any time during the period of five years from the date of adoption of these articles and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 551 be renewed, revoked or varied by ordinary resolution)

28.2. For clarity, where the Company has a single class of shares in issue, article 28.1 will not apply and the provisions contained in section 550 of the Companies Act 2006 shall prevail

28.3 Sections 561 and 562 of the Act, in their application to allotments by the company of shares, are hereby excluded.

#### **29.0 Power to issue different classes of share**

29.1 Subject to the 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

29.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

29.3 In the event that rights and restrictions attaching to shares are determined by ordinary resolution or by the directors pursuant to this article, those rights and restrictions shall apply, in particular in place of any rights or

restrictions that would otherwise apply by virtue of the Companies Act 2006 in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the articles.

**30.0 Company not bound by less than absolute interests**

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

**31.0 Share Certificates**

31.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds (and upon transferring a part of his holding of shares a certificate for the balance of that holding)

31.2 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.

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

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

31.5 Certificates must—

- a) have affixed to them the Company's common seal, or
- b) be otherwise executed in accordance with the Companies Acts.

**32.0 Replacement Share Certificates**

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

- a) damaged or defaced, or
- b) said to be lost, stolen or destroyed,

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

32.2 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.

**33.0 Share Transfers**

33.1 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

- 33 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 33 3 The Company may retain any instrument of transfer which is registered
- 33 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 33.5 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 in accordance with the provisions of the Companies Act, unless they suspect that the proposed transfer may be fraudulent

#### **34.0 Transmission of Shares**

- 34 1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 34.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
  - a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
  - b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 34 3 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 shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

#### **35.0 Exercise of Transmittee's Rights**

- 35.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 35 2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it
- 35 3 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

#### **36.0 Transmittees bound by prior notices**

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

#### **37 0 Alteration of Share Capital**

- 37 1 Subject to these articles the Company may by ordinary resolution—
  - a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares, and

b) sub-divide its shares, or any of them, into shares of a smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others

37 2 Whenever as a result of a consolidation or sub-division of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions to the Company and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of the purchaser.

### **38.0 Procedure for declaring dividends**

38 1 The Company may by ordinary resolution declare dividends and the directors may decide to pay interim dividends.

38 2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors

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

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

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

38 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

38 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

### **39.0 Payment of dividends and other distributions**

39 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

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

39.2 In the articles, "the distribution recipient" means, in respect of a share in respect of 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.

**40.0 No interest on distributions**

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.

**41.0 Unclaimed Distributions**

41.1 All dividends or other sums which are—

a) payable in respect of shares, 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.

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

41.3 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.

**42.0 Non-cash Distributions**

42.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay 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).

42.2 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.

**43.0 Waiver of Distributions**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company expressed as a Deed 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**

**44.0 Authority to capitalise and appropriation of capitalised sums**

- 44.1 Subject to the 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 proportion.
- 44.2 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
- 44.3 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
- 44.4 Subject to the articles the directors may—
  - a) apply capitalised sums in accordance with paragraphs 44.3 and 44.4 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 articles (including the issue 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 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**

### **45.0 Attendance and speaking at General Meetings**

- 45.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 45.2 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
- 45.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 45.4 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.
- 45.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

### **46.0 Quorum for General Meetings**

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 as defined by the Companies Act.

### **47.0 Chairing General Meetings**

- 47.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 47.2 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.
- 47.3 The person chairing the meeting in accordance with this article is referred to as the "chairman of the meeting".

### **48.0 Attendance and speaking by directors and non-shareholders**

- 48 1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 48 2 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.

#### **49.0 Adjournment**

- 49 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 49.2 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.
- 49 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 49 4 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
- 49.5 If the continuation of an adjournment 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
- 49 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

#### **50.0 Voting: General**

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

#### **51.0 Errors and Disputes**

- 51 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- 51 2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

## **52.0 Poll Votes**

- 52 1 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
- 52 2 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.
- 52.3 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.
- 52.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **53.0 Content of Proxy Notices**

- 53 1 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 the articles and any instructions contained in the notice of the general meeting to which they relate.
- 53 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 53.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 53 4 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 proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **54 0 Delivery of Proxy Notices**

- 54.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 54.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 54.3 A notice revoking a proxy appointment only takes effect if it is delivered not less than 48 hours before the start of the meeting or adjourned meeting to which it relates.
- 54.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

#### **55.0 Amendments to Resolutions**

- 55.1 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.
- 55.2 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.
- 55.3 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**

#### **56.0 Means of Communication to be used**

- 56.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 56.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

56.3 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.

56.4 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.

**57.0 Secretary**

A secretary may be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

**58.0 Company Seals**

58.1 Any common seal may only be used by the authority of the directors.

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

58.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed in the following manner—

- a) any two directors; or
- b) one director and the company secretary,
- c) by one director or the company secretary alone in the presence of a witness who attests the signature; or
- d) by any person authorised by the directors for the purpose of signing documents to which the common seal is applied in the presence of a witness who attests the signature.

**59.0 No Right to inspect Accounts and other Records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder

**60.0 Provision for Employees on Cessation of Business**

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

**DIRECTORS' INDEMNITY AND INSURANCE**

**61.0 Indemnity**

61.1 Subject to paragraph 61.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against—

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

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

61 2 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.

61 3 In this article—

a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

b) a “relevant director” means any director or former director of the Company or an associated company.

## **62 0 Insurance**

62.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss

62 2 In this article—

a) a “relevant director” means any director or former director of the Company or an associated,

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, and associated company or any pension fund or employees’ share scheme of the Company or an associated company, and

c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

## **MISCELLANEOUS**

### **63 0 Change of name**

63.1 The Company’s name may be changed by—

a) a decision of the directors, or

b) a shareholder or shareholders holding a majority in nominal value of the issued shares in the Company giving notice to change the name, such notice to be given in writing signed by, or on behalf of, the shareholder or shareholders concerned and delivered to the registered office of the Company or delivered at a meeting of the directors or a general meeting of the Company.

### **64.0 Winding up**

64 1 If the Company is wound up, the liquidator may, with the sanction of a special resolution by the Company and any other sanction required by law,



divide among the shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the shareholders or different classes of shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the shareholders as he with the like sanction determines, but no shareholder shall be compelled to accept any assets upon which there is a liability.

#### **65 0 Parent Company**

**65.1** Whenever a company wherever incorporated (hereinafter called the "Parent Company") is the holder of not less than 90 per cent of the shares of the Company the following provisions will apply and to the extent of any inconsistency will have overriding effect as against all other provisions of these articles.-

a) the Parent Company may at any time and from time to time appoint any person to be a director or remove from office any director howsoever appointed, but so that in the case of a managing director his removal from office will be deemed an act of the company and will have effect without prejudice to any claim for damages in respect of the consequent termination of his executive office;

b) no securities or shares may be issued or agreed to be issued or put under option without the consent of the Parent Company; and

c) any or all powers of the directors will be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

**65 2** Any such appointment, removal, consent or notice must be in writing served on the Company and signed on behalf of the Parent Company by any two of its directors or by any one of its directors and its secretary or some other person duly authorised for the purpose.

**65.3** No person dealing with the Company will be concerned to see or enquire as to whether the powers of the directors have been in any way restricted under this article or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party will be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors