

Registration Number: 10129577

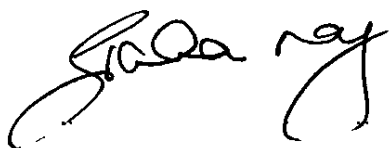
**PRIVATE COMPANY LIMITED BY SHARES
CERTIFIED COPY WRITTEN RESOLUTIONS
of
BIOTECH ENERGY SERVICES LIMITED (Company)**

SPECIAL RESOLUTION

THAT the new articles of association of the Company, in the form attached to this resolution, be and are hereby adopted by the Company as its articles of association to the exclusion of and in substitution for the existing articles of association of the Company

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED ON 1ST AUGUST 2016

Signed by GRAHAM MAY, COMPANY SECRETARY



REGISTERED OFFICE

4TH FLOOR, 36 SPITAL SQUARE

LONDON, E1 6DY

SATURDAY



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31/12/2016

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COMPANIES HOUSE

Company number 10129577

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of
BIOTECH ENERGY SERVICES LIMITED

Sally Ray
COMPANY SECRETARY
for: PRIVATE HANDWORKS LTD
AND: BIOTECH ENERGY
SERVICES LTD

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

of

BIOTECH ENERGY SERVICES LIMITED

(adopted by special resolution passed on 1st August 2016)

PART 1 Interpretation and limitation of liability

1 Preliminary

- 1 1 The articles of association of the Company comprise the provisions set out in this document, as amended from time to time. No other regulations for the management of a company set out in any schedule to any statute concerning companies or contained in any regulations or instrument made pursuant to a statute shall apply to the Company.
- 1 2 Words and expressions used in the Articles are defined in Article 2. Unless defined in Article 2 (and unless the context requires otherwise) other words or expressions contained in the Articles bear the same meaning as in the Act.
- 1 3 A reference in the Articles to any statute or statutory provision includes a reference to any subordinate legislation made under it from time to time and shall, unless the context requires otherwise, include any statutory modification or re-enactment of any statute or statutory provision for the time being in force.
- 1 4 Any phrase in the Articles introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1 5 Where for any purpose in the Articles an ordinary resolution of the Company is required, a special resolution shall also be effective.

2 Defined terms

In the Articles, unless the context requires otherwise

Act means the Companies Act 2006,

Ordinary Share means an ordinary share of £1 in the capital of the Company designated as an Ordinary Share and **Ordinary Shares** shall mean any or all of them,

Articles means the Company's articles of association as described in Article 1 1 (and a reference to an **Article** is a reference to a provision of the Articles),

Available Profits means profits available for distribution within the meaning of Part 23 of the Act,

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,

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in England and Wales,

chairman has the meaning given in Article 13,

chairman of the meeting has the meaning given in Article 48,

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

Conflict Matter means a matter authorised as provided in Article 16 or permitted under Article 17,

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

distribution recipient means, as regards 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

Document includes without limitation, unless otherwise specified, any document sent or supplied in electronic form,

electronic form has the meaning given in section 1168 of the Act,

Eligible Director means a Director who is or would be entitled to vote on the matter at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of the particular matter),

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 has the meaning given in section 1168 of the Act,

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,

Interest Rate means 1% per annum above Barclays Bank Plc's base rate from time to time,

Issue Price means the price at which a Share is issued, being the amount paid up or credited as paid up in respect of the nominal value and any share premium paid in respect of that Share,

Listing means the admission of any of the Shares to a listing on the Official List of any Recognised Stock Exchange within the meaning given to that phrase by section 1137 of the Corporation Tax Act 2010 (which for this purpose will be taken to include the Alternative Investment Market of the

London Stock Exchange PLC and NASDAQ) or any equivalent in any other jurisdiction,

member has the meaning given in section 112 of the Act,

ordinary resolution has the meaning given in section 282 of the Act,

Ordinary Shares means any ordinary shares in the capital of the Company,

paid means paid or credited as paid,

participate, in relation to a directors' meeting, has the meaning given in Article 11,

Preference Share means a cumulative redeemable preference share of £1 each in the capital of the Company and **Preference Shares** shall mean any or all of them,

proxy notice has the meaning given in Article 544,

relevant officer means any director or other officer or former director or other officer of the Company but excluding any person engaged by the Company as auditor,

Shares means any and all shares in the share capital of the Company, including without limitation all Preference Shares and all Ordinary Shares,

special resolution has the meaning given in section 283 of the Act, 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 **Liability of members**

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

PART 2 Directors

Directors' powers and responsibilities

4 **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 **Members' reserve power**

5 1 The members 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 **Directors may delegate**

6 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 to a committee of such persons,
- (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

6 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

6 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

7 Committees

7 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

7 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

8 Directors to take decisions collectively

8 1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 9

8 2 If and for so long as the Company only has one Director, the general rule does not apply and the Director may take decisions (provided he is an Eligible Director in relation to the matter in question) and may exercise all of the other powers and discretions given to the Directors by the Articles and the Companies Acts which are capable in law of being exercised by a sole Director

9 Unanimous decisions

9 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

9 2 Such a decision may take the form of a resolution in writing, signed by each Eligible Director (whether on the same or one of several copies) or to which each Eligible Director has otherwise indicated agreement in writing

9 3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a Directors' meeting

10 Calling a Directors' meeting

- 10 1 Any Director may call a Directors' meeting by giving not less than seven days' notice of the meeting (or such lesser notice as all the Directors may unanimously agree) to the Directors or by authorising the company secretary (if any) to give such notice
- 10 2 Notice of any Directors' meeting must indicate
- (a) its proposed date and time,
 - (b) where it is proposed 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
- 10 3 Notice of a Directors' meeting must be given to each Director, but need not be in writing
- 10 4 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 before or not more than seven 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

11 Participation in Directors' meetings

- 11 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
- 11 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. Any Director may validly participate in a meeting of the Directors through the medium of conference telephone or similar form of communication equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person participating in this way shall be deemed to be present in person at the meeting and (save as otherwise provided in the Articles) shall accordingly be counted in a quorum and entitled to vote
- 11 3 If all the Directors participating in a meeting are not in the same place, the meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, at the place where the chairman (or other Director chairing the meeting) is

12 Quorum for Directors' meetings

- 12 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

- 12 2 The quorum for Directors' meetings shall be one Eligible Director if the Company has only one Director and two Eligible Directors if the Company has more than one Director

13 Chairing Directors' meetings

- 13 1 The Directors may appoint a Director to chair their meetings

- 13 2 The person appointed for the time being is known as the **chairman**

- 13 3 The Directors may terminate the chairman's appointment at any time

- 13 4 If

- (a) the Directors have not appointed a chairman,
- (b) the chairman is unwilling to chair the meeting or is not participating in a Directors' meeting within ten minutes of the time at which it was to start, or
- (c) the chairman is not an Eligible Director in respect of any matter to be discussed at the meeting,

the Directors participating in the meeting must appoint one of themselves (who is an Eligible Director in respect of the matters to be discussed at the meeting) to chair it

14 Voting at Directors' meetings: general rules

- 14 1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the Eligible Directors who are participating and each Eligible Director participating in a Directors' meeting has one vote

- 14 2 Subject to Article 14 3, if a question arises at a meeting of Directors (or of a committee established by the Directors) as to the right of a Director (or committee member) to participate in the meeting (or part of the meeting) for voting or quorum purposes or otherwise in accordance with the Articles, the question may, before the conclusion of the meeting, be referred to the chairman (or other person chairing the meeting) whose ruling in relation to any person other than himself is to be final and conclusive

- 14 3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman (or other person chairing the meeting), the question is to be decided by a decision of the Directors (or committee members) at that meeting, for which purpose the chairman (or other person chairing the meeting) is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

15 Chairman's casting vote at Directors' meetings

If the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting shall not have a casting vote

16 Directors' conflicts: situational conflicts

- 16 1 The Directors may, in accordance with this Article and the Act, authorise any matter which would or might, if not authorised, involve a Director breaching the duty to avoid conflicts of interest in section 175 of the Act

16 2 Any such matter shall be proposed in writing for consideration by the Directors in accordance with any procedures for the time being established for the purpose by the Directors or in such other manner as the Directors may approve

16 3 An authorisation pursuant to Article 16 1

(a) will be subject to any restrictions or conditions expressly imposed by the Directors at the time of authorisation or subsequently, and

(b) may be varied or terminated by the Directors at any time

Nothing in this Article will affect anything done by a Director in accordance with the terms of an authorisation prior to any such variation or termination

16 4 No authority under this Article is required in respect of a conflict of interest arising in relation to a transaction or arrangement with the Company, but this is without prejudice to a Director's obligation to declare any interest pursuant to the Act and the Articles

16 5 Nothing in this Article affects any power of the Company to authorise any matter which would or might, if not authorised, involve a Director breaching the duty to avoid conflicts of interest in section 175 of the Act

17 **Directors' conflicts: transactions or arrangements with the Company**

Provided that he has disclosed to the Directors the nature and extent of any direct or indirect interest, to the extent required by section 177 or section 182 of the Act (as appropriate), a Director

(a) may enter into or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested,

(b) may hold any other office or employment with the Company (except that of auditor) in conjunction with the office of Director, and may act by himself or through his firm in a professional capacity for the Company, in any such case on such terms as to remuneration and otherwise as the Directors may decide, either in addition to or instead of any remuneration provided for by any other Article, and

(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 body corporate in which the Company is interested

18 **Directors' conflicts: general provisions**

18 1 Subject to the Articles (and to the terms of any authorisation given as provided in Article 16), a Director shall not by reason of his office be liable to account to the Company for any remuneration, profit or other benefit derived as a result of a Conflict Matter. No transaction or arrangement shall be liable to be avoided on the grounds of a Director having an interest or benefit authorised or permitted as provided in the Articles

18 2 In relation to any Conflict Matter, the general duties that a Director owes to the Company under the Act will not be infringed by anything done (or

omitted to be done) by the Director concerned in accordance with the Articles

18 3 The Director may, for as long as he reasonably believes a Conflict Matter subsists

(a) absent himself from meetings of the Directors or from the discussion of any matter at a meeting or in respect of any other proposed decision of the Directors, and

(b) make such arrangements as he sees fit for relevant board papers and other information not to be sent to him

18 4 Where the Director obtains (otherwise than as a Director or employee of the Company) in relation to a Conflict Matter information in respect of which he owes a duty of confidentiality to another person he shall not be obliged to disclose such information or use it for the benefit of the Company (in circumstances in which he would otherwise be so obliged)

18 5 Subject to the Articles, a Director may vote at any meeting of the Directors (or committee established by the Directors) and take part in any other decision of the Directors despite the fact that the decision concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which conflicts, or possibly may conflict, with the interests of the Company provided that the Director has, as appropriate and to the extent required

(a) received an authorisation as provided in Article 16 (and the terms of the authorisation do not provide otherwise), or

(b) made a disclosure in accordance with Article 17

19 **Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded

(a) of every unanimous or majority decision in whatever form taken by the Directors, and

(b) in the case of a sole Director, of every decision in whatever form that would have been taken by unanimous or majority decision if the Company had more than one Director

20 **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 and removal of Directors

21 **Methods of appointing Directors**

21 1 Subject to Article 21 2, 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, or

(b) by a decision of the Directors

- 21 2 Unless otherwise determined by ordinary resolution, the number of Directors shall be no more than five

22 Termination of Director's appointment

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

23 Directors' remuneration

- 23 1 Directors may undertake any services for the Company that the Directors decide and on such terms and conditions as the Directors think fit

- 23 2 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

- 23 3 Subject to the 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

- 23 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

24 Directors' expenses

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

- (a) meetings of Directors or committees established by the 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

PART 3 Shares and distributions

Shares

25 All shares to be fully paid up

- 25 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
- 25 2 This does not apply to Shares taken on formation of the Company by the subscribers to the Company's memorandum

Issue of Shares

26 Power to issue different classes of share

- 26 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
- 26 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
- 26 3 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is going concern or during or in contemplation of a winding up) with the consent in writing of the holders of at least 75% in nominal value of the issued Shares of that class

27 Classes of shares and holders

In the event that any member receives, is issued with, subscribes for, is gifted with, or is transferred or otherwise, any Shares, such Shares shall (to the extent not already) be reclassified into the same class of Shares which such member currently holds so that, for example, a holder of B Ordinary Shares shall not at any time hold any A Ordinary Shares

28 Allotment of shares: Directors' authority

- 28 1 Subject to the Articles, the Directors are generally and unconditionally authorised in accordance with section 551 of the Act and otherwise to exercise all the powers of the Company to allot, grant options, rights of subscription or conversion over or otherwise dispose of Shares to such persons (including the Directors themselves) at such times and on such terms and conditions as they think fit
- 28 2 Subject to section 551 of the Act, the authority conferred by this Article may be renewed, revoked or varied at any time by the Company
- 28 3 No Shares shall be allotted on terms that the right to take up the Shares allotted may be renounced in favour of, or assigned to, another person and no person entitled to the allotment of a Share may direct that such Share be allotted or issued to another person

29 **Allotment of shares: pre-emption rights**

29 1 **General**

In accordance with section 567 of the Act, all of the requirements of sections 561 and 562 of the Act are excluded generally in relation to the allotment, grant of options, rights of subscription or conversion over or other disposal of Shares in the Company

Ordinary Shares

29 2 Except in respect of an allotment permitted by another provision of these Articles, the allotment, grant of options, rights of subscription or conversion over or other disposal of unissued Ordinary Shares in the Company is subject to this Article 29

29 3 If the Company is proposing to allot, grant options, rights of subscription or conversion over or otherwise dispose of unissued Ordinary Shares, the Ordinary Shares, options or rights (as the case may be) in question (**Offer Securities**) must first be offered

(a) to each holder of Ordinary Shares in the Company on the date of such offer (**Offeree**) on the same or more favourable terms as those proposed, and

(b) in proportion to each Offeree's existing holding of Ordinary Shares, in accordance with the following provisions of this Article 29

29 4 Each such offer must be made to each Offeree on the same terms (including as to the price at which Offer Securities are offered) and in accordance with this Article 29

29 5 The offer must be made by dated notice in writing (**Offer Notice**) to each Offeree

29 6 An Offer Notice must

(a) specify the proportion of the Offer Securities to which the Offeree is entitled (which shall be equal (as nearly as practicable without involving fractions) to the proportion in nominal value then held by him of the total issued Ordinary Shares in the Company),

(b) state the price of the Offer Securities,

(c) stipulate a period of not less than 14 days but not more than 21 days from the date of the Offer Notice (**Offer Period**) within which the offer must be accepted (in whole or in part) or in default will lapse

29 7 At the expiry of the Offer Period, the Directors shall allocate the Offer Securities to those Offerees (if any) who have notified the Company of their willingness to take any of the Offer Securities to which they are entitled

29 8 No Offeree shall be obliged to take more than the maximum number of Offer Securities for which he has applied

29 9 If any Offer Securities remain unallocated following completion of the procedure set out in this Article 29 then the Directors may (subject to Article 29) dispose of those Offer Securities to such persons on such terms and in

such manner as they think fit, except that they may not be disposed of on terms which are more favourable than the terms on which they were offered to the Offerees

29 10 With the agreement in writing of the holders of all of the Ordinary Shares in the Company for the time being in issue, the requirements of this Article 29 may be waived in whole or in part in relation to any particular allotment, grant of options, rights of subscription or conversion over or other disposal of shares

29 11 In the case of options, rights of subscription or conversion over shares, the provisions of Article 29 and this Article 29 applies to the grant of any such rights but not to the allotment of shares pursuant to such rights

Interests in shares

30 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 any 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

Share certificates

31 Certificates to be issued except in certain cases

31 1 The Company must issue each member, free of charge, with one or more certificates in respect of the Shares which that member holds

31 2 Every certificate must specify

- (a) in respect of how many Shares, and 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 Replacement Share certificates

32 1 If a certificate issued in respect of a member's Shares is

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

that member is entitled to be issued with a replacement certificate in respect of the same Shares

32 2 A member 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 rights

33 General

The Shares shall rank *pari passu* in all respects, save as provided in these Articles

34 Dividend rights

34 1 The rights as regards income attaching to each class of Shares shall be as set out in this Article 34

34 2 The Company shall, without resolution of the Directors or of the Company in a general meeting and before application of any profits to reserve or for any other purpose, pay in respect of each Preference Share, a fixed cumulative preferential dividend at the annual rate of 5% of the Issue Price per Share (excluding any associated tax credit) which shall be paid in accordance with Article 34 3 in each year to the person registered as the holder of such Share at that date and which shall accrue daily and be calculated in respect of the period to such date assuming a 365 day year (**Preference Dividend**)

34 3 The Preference Dividend shall be paid at the Directors' discretion having regards to the Company's financial position, cash resources and projected funding requirements, but no dividend shall be paid pursuant to Article 34 5 until all the outstanding Preference Dividends have been paid in full

34 4 Each Preference Dividend shall be deemed to accrue from day to day as well after as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of members in respect of share capital

34 5 Subject to the Directors recommending payment of the same, any Available Profits which the Company may determine to distribute after all outstanding and payable Preference Dividends have been paid in full in accordance with this Article 34 in respect of any financial year shall be applied in paying to the holders of the Ordinary Shares a dividend on each Ordinary Share on the same terms *pro rata* as between them *pari passu* as if the same constituted one class of share

34 6 The Company shall procure (so far as it is reasonably able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the

case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the Preference Dividends and the redemption of any Preference Shares

35 Return of capital rights

35 1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article 35

35 2 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities (including for the avoidance of doubt any debts arising from non-payment of Preference Dividends) shall be applied in the following order of priority

- (a) first in paying to the holders of each class of Shares, an amount proportionate to the nominal value attributable to the relevant class of Shares, such amount not to exceed the total nominal value attributable to the relevant class of Shares, and
- (b) the balance of such assets (if any) shall be distributed amongst the holders of the Shares (pari passu as if the same constituted one class of shares) according to the amount paid up or credited as paid up on each such Share

36 Voting rights

36 1 The voting rights attached to each class of Shares shall be as set out in this Article 36

- (a) on a show of hands, every member holding one or more Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote, and
- (b) on a poll, every member holding one or more Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each Ordinary Share of which he is the holder

36 2 Subject to Article 36 3, the Preference Shares will entitle the holders thereof to receive notice of all general meetings but will not entitle the holders to attend or vote at any general meeting

36 3 The provisions of Article 36 4 shall apply if at any time there has been proposed a resolution for the winding-up of the Company, a resolution for a reduction in the capital of the Company or a resolution varying any of the rights attaching to the Preference Shares,

36 4 If the provisions of this Article 36 4 apply pursuant to Article 36 3 then, in relation only to the relevant proposed resolution, the Preference Shares shall entitle each holder thereof, on a show of hands, to one vote, and on a poll, to one vote for each Preference Share (as applicable) of which it is the holder and the provisions of Article 36 1 shall apply with the necessary changes being made

37 **Redemption rights**

37 1 The Preference Shares shall, subject to the Act, be redeemed as follows

- (a) at the Company's discretion, and
- (b) the Company shall (unless directed in writing to the contrary by the holder(s) of all the Preference Shares) redeem all the Preference Shares then in issue immediately prior to a Listing

37 2 Where Preference Shares are to be redeemed in accordance with Article 37 1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (**Company Redemption Notice**) The Company Redemption Notice shall specify the particular Preference Shares to be redeemed and the date fixed for redemption and shall be given not less than 20 nor more than 28 Business Days prior to the date fixed for redemption

37 3 If the Company is at any time redeeming less than all the Preference Shares from time to time in issue, the number of Shares to be redeemed shall be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption

37 4 On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate) in order that the same may be cancelled Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies

37 5 If any certificate delivered to the Company pursuant to Article 37 4 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter)

37 6 There shall be paid on the redemption of each Preference Share an amount equal to

- (a) the net asset value of the Company pro rata per Preference Share as calculated from the Company's most recent annual statutory accounts, and for the purposes of this Article 37 6, the net asset value per share in the issued share capital of the Company shall be apportioned equally across all classes of share in the issued share capital of the Company as set out in Article 35 2 (Return of capital on a liquidation), and
- (b) all accruals and/or unpaid amounts of Preference Dividends in respect thereof, calculated down to and including the date of actual payment,

and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption,

at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares. If and to the extent that the debt so constituted is not paid in full on the due date, the unpaid amount shall carry interest at the Interest Rate in respect of the period from and including the due date down to and including the date of actual payment.

- 37.7 If the Company is unable to pay the amounts referred to in Article 37.6 in full on a date fixed for redemption by reason of having insufficient Available Profits or not having other monies which may be lawfully applied for such redemption, then the amount so unpaid shall be increased by an amount equal to the interest which would have accrued had interest on the unpaid amount been charged at the Interest Rate in respect of the period from and including the due date down to and including the date of actual payment and shall be paid as soon thereafter as, and to the extent that, Available Profits or other monies that may lawfully be applied for such redemption have arisen.

Transfer and transmission of Shares

38 Share transfers

- 38.1 Subject to the Articles, Shares may be transferred by means of an instrument of transfer in any usual form or any other form reasonably approved by the Directors, which is executed by or on behalf of

- (a) the transferor, and
- (b) (unless the Share is fully paid) the transferee

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

- 38.3 The Company may retain any instrument of transfer which is registered.

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

- 38.5 The Directors

- (a) must refuse to register the transfer of a Share which is not permitted by the Articles,
- (b) may refuse to register the transfer of a Share
 - (i) if the Share is not fully paid,
 - (ii) unless the certificate for the Share and other evidence satisfactory to the Directors of the right to make the transfer is produced to them,
 - (iii) unless the transfer is duly stamped (if applicable), or
 - (iv) if otherwise entitled to do so pursuant to the Articles.

If the Directors refuse to register the transfer of a Share, 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.

- 38.6 Subject to Article 38.5 and except as required by law, the Directors shall register the transfer of a Share made in accordance with the Articles.

Distributions

39 Procedure for declaring dividends

- 39 1 The provisions in this Article 3939 are subject to Article 34
- 39 2 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends
- 39 3 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
- 39 4 No dividend may be declared or paid unless it is in accordance with members' respective rights
- 39 5 Unless the members' 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 member's holding of Shares on the date of the resolution or decision to declare or pay it
- 39 6 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
- 39 7 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
- 39 8 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

40 Payment of dividends and other distributions

Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by such means of payment as the Directors agree with the distribution recipient and, failing agreement, by 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

41 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

42 Unclaimed distributions

- 42 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

42 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

42 3 If

(a) 12 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

43 **Non-cash distributions**

43 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)

43 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

44 **Waiver of distributions**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share in whole or in part by giving the Company notice in writing to that effect (executed as a deed, unless the waiver is made for valuable consideration), 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 executed, by all the holders or persons otherwise entitled to the Share

Capitalisation of profits

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

45 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 Preference Dividend, or any sum standing to the credit of the

Company's share premium account or capital redemption reserve or any other reserve, and

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

45 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

45 3 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

45 4 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

45 5 Subject to the Articles, the Directors may

- (a) apply capitalised sums in accordance with Articles 45 3 and 45 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 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 455

PART 4 Decision-making by members

Organisation of general meetings

46 Attendance and speaking at general meetings

46 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

46 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

46 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

46 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

46 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

47 **Quorum for general meetings**

47 1 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

47 2 There shall not be a quorum at any general meeting, unless the holders of the Ordinary Shares, or their representatives or proxies are present at the commencement of the meeting and also when the business of the meeting is voted on

48 **Chairing general meetings**

48 1 If a chairman has been appointed pursuant to Article 13, he shall chair general meetings if present and willing to do so

48 2 If a chairman has not been appointed pursuant to Article 13, 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, the Directors present, or if no Directors are present, the meeting, must appoint a Director or member to chair the meeting. The appointment of the chairman of the meeting must be the first business of the meeting

48 3 The person chairing a meeting in accordance with this Article 48 is referred to as the **chairman of the meeting**

49 **Attendance and speaking by Directors and non-members**

49 1 Directors may attend and speak at general meetings, whether or not they are members

49 2 The chairman of the meeting may permit other persons who are not

(a) members of the Company, or

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

to attend and speak at a general meeting

50 **Adjournment**

50 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. If a quorum is not present within half an hour from the time

appointed for resumption of the meeting, the meeting shall be deemed dissolved

50 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

50 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

50 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

50 5 It shall not be necessary to give any notice of an adjourned general meeting or of any business to be transacted at an adjourned meeting

50 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

Voting at general meetings

51 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

52 Errors and disputes

52 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

52 2 Any such objection must be referred to the chairman of the meeting whose decision is final

53 Demanding a poll

53 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

53 2 A poll may be demanded by the chairman of the meeting or any person having the right to vote on the resolution

53 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

A demand which is withdrawn shall not invalidate the result of a show of hands declared before the demand was made

53 4 Polls must be taken at the general meeting at or in respect of which they are demanded and in such manner as the chairman of the meeting directs

53 5 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded

54 Content and delivery of proxy notices

54 1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which

(a) states the name and address of the member appointing the proxy,

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

(c) is signed by or on behalf of the member 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

54 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

54 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

54 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 a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

55 Effect of proxy notice

55 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

55 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

- 55 3 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
- 55 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
- 56 **Amendments to resolutions**
- 56 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
- 56 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
- 56 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution

PART 5 Miscellaneous provisions

57 Company communications

- 57 1 Subject to the Articles, any Document or information sent or supplied by or to the Company under the Articles or pursuant to the Companies Acts may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company
- 57 2 References in the Articles to Documents or information being sent or supplied by or to the Company include references to Documents or information being sent or supplied by or to the Directors acting on behalf of the Company
- 57 3 Subject to the Articles, any notice or other 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
- 57 4 A Director may agree with the Company that notices or other 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 secretary

58 Secretary

The Directors may appoint a person to act as the secretary of the Company 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 (with or without replacement)

Administrative arrangements

59 Company seals

- 59 1 Any common seal may only be used by the authority of the Directors
- 59 2 The Directors may decide by what means and in what form any common seal is to be used
- 59 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 59 4 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
- 59 5 The Company may execute deeds and other Documents otherwise than under the common seal provided that execution is in accordance with the Companies Acts

60 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 member

Directors' indemnity, funding and insurance

61 Indemnity and funding

- 61 1 Subject to Article 61 2, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the Directors may exercise the power of the Company to
- (a) indemnify any relevant officer out of the assets of the Company against
 - (i) 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,
 - (ii) any liability incurred by that relevant officer in connection with the activities of the Company in its capacity as a trustee of an

occupational pension scheme (as defined in section 235(6) of the Act), and

- (iii) any other liability incurred by that relevant officer as an officer of the Company,
- (b) provide any relevant officer with funds to meet expenditure incurred or to be incurred by such relevant officer
 - (i) in defending any criminal or civil proceedings or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust in relation to the Company, or
 - (ii) in connection with any application for relief (within the meaning of section 205(5) of the Act),

or to do anything to enable a relevant officer to avoid incurring such expenditure

61 2 This Article does not authorise any indemnity, provision of funds or other matter which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

62 **Insurance**

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by a relevant officer in connection with their duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company