
Articles of Association
of
ELEUSIS THERAPEUTICS LTD
Private Company limited by Shares

Private Company Limited by Shares

Articles of Association of Eleusis Therapeutics Ltd (Company)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms and interpretation

1.1 In the Articles

address	has the meaning given in section 1148 of the Companies Act 2006,
the Articles	means the Company's articles of association,
bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
the Board	means the board of directors of the Company,
Chairman	has the meaning given in Article 12,
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 34,
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,
electronic means	has the meaning given in section 1168 of the Companies Act 2006,
eligible director	has the meaning given in Article 8,
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	means, in relation to a group company, that company together with all its associated undertakings For this purpose undertakings are associated if one is a subsidiary undertaking of the other or both are subsidiary undertakings of a third undertaking,

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 10,
relevant officer	means any person who is or was at any time a Director, secretary or other officer (except an auditor) of the Company or of any undertaking in the same group as the Company,
secured institution	has the meaning given in Article 43.5,
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 member 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

- 1.2 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in the Articles have the same meaning as in the Companies Acts as in force on the date when the Articles become binding on the Company.
- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the Articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.

- 1.5 Words importing the singular number only include the plural and vice versa Words importing the masculine gender include the feminine and neuter gender Words importing persons include corporations.

2. 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

3. 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.

4. Members' reserve power

- 4.1 The members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

- 4.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

5. Directors may delegate

- 5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles

5.1.1 to such person or committee,

5.1.2 by such means (including by power of attorney),

5.1.3 to such an extent,

5.1.4 in relation to such matters, and

5.1.5 on such terms and conditions

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.

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

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

6. Committees

- 6.1 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.

- 6.2 A member of a committee need not be a Director.
- 6.3 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

7. Directors to take decisions collectively

- 7.1 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 8.
- 7.2 If
 - 7.2.1 the Company only has one Director, and
 - 7.2.2 no provision of the Articles requires it to have more than one Director,the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

8. Unanimous decisions

- 8.1 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.
- 8.2 Such a decision may take the form of a resolution in writing signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.
- 8.3 References in the Articles 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 (but excluding any Director whose vote is not to be counted in respect of that particular matter).
- 8.4 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.

9. Calling a Directors' meeting

- 9.1 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.
- 9.2 Notice of any Directors' meeting must indicate
 - 9.2.1 its proposed date and time,
 - 9.2.2 where it is to take place, and
 - 9.2.3 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.
- 9.3 Notice of a Directors' meeting need not be in writing and must be given to each Director provided that, if a Director is absent (whether habitually or temporarily) from the United Kingdom, the Company has an address for sending or receiving documents or information by electronic means to or from that Director outside the United Kingdom.

- 9.4 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 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.

10. Participation in Directors' meetings

- 10.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when
- 10.1.1 the meeting has been called and takes place in accordance with the Articles, and
- 10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 10.3 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.

11. Quorum for Directors' meetings

- 11.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is two provided that
- 11.2.1 if and so long as there is only one eligible Director the quorum shall be one, and
- 11.2.2 for the purposes of any meeting held pursuant to Article 15 to authorise a Director's conflict, if there is only one Director besides the Director concerned and Directors with a similar interest, the quorum shall be one.
- 11.3 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
- 11.3.1 to appoint further Directors, or
- 11.3.2 to call a general meeting so as to enable the members to appoint further Directors

12. Chairing of Directors' meetings

- 12.1 The Directors may appoint a Director to chair their meetings.
- 12.2 The person so appointed for the time being is known as the Chairman.
- 12.3 The Directors may terminate the Chairman's appointment at any time.
- 12.4 If no Director has been appointed Chairman, or 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, the participating Directors must appoint one of themselves to chair it.

13. Casting vote

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.

14. Directors' interests

Except to the extent that Article 15 applies or the terms of any authority given under that Article otherwise provide, and without prejudice to such disclosure as is required under the Companies Act 2006, a Director may be a party to, or otherwise interested in, any transaction or arrangement with the Company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the Company.

15. Directors' conflicts of interest

15.1 Subject to the provisions of the Companies Act 2006 and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this Article 15.1, he would or might be in breach of his duty under the Companies Act 2006 to avoid conflicts of interest,

15.1.1 be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the Company, or a party to any transaction or arrangement promoted by the Company or by any undertaking in the same group as the Company as it otherwise interested and no authorisation under Article 15.4, shall be required in respect of any such interest, and

15.1.2 notwithstanding any interest described in Article 15.1.1, vote and participate in any meeting of the Board or of any committee or sign any written resolution of the Board or committee or take any other action as a Board or committee member of the Company in relation to any contract or transaction with any entity described in Article 15.1.1.

15.2 No Director shall

15.2.1 by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 15.1 (and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit),

15.2.2 be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the Directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under Article 15.1, or

15.2.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under Article 15.1 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

15.3 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 or class of persons 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 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.

- 15.4 The Directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a Director breaching his duty under the Companies Act 2006 to avoid conflicts of interest, and any Director (including the Director concerned) may propose that the Director concerned be authorised in relation to any matter the subject of such a conflict provided that

15.4.1 such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of the Articles, except that the Director concerned and any other Director with a similar interest.

- (a) shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration,
- (b) may, if the other directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration, and
- (c) shall not vote on any resolution authorising the conflict except that, if any such Director does vote, the resolution will still be valid if it would have been agreed to if his votes had not been counted, and

15.4.2 where the Directors give authority in relation to such a conflict

- (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Director concerned and any other Director with a similar interest as they may determine, including, without limitation, the exclusion of that Director and any other Director with a similar interest from the receipt of information, or participation in any decision-making or discussion (whether at meetings of the Directors or otherwise) related to the conflict,
- (b) the Director concerned and any other Director with a similar interest will be obliged to conduct himself in accordance with any terms imposed from time to time by the Directors in relation to the conflict but will not be in breach of his duties as a Director by reason of his doing so,
- (c) the authority may provide that, where the Director concerned and any other Director with a similar interest obtains information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,
- (d) the authority may also provide that the Director concerned or any other Director with a similar interest shall not be accountable to the Company for any benefit that he receives as a result of the conflict,
- (e) the receipt by the Director concerned or any other Director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties,

- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded), and
- (g) the Directors may withdraw such authority at any time.

15.5 Subject to Article 15.6, 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.

15.6 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.

16. Records of decisions to be kept

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

17. 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

18. Methods of appointing and removing directors

18.1 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

18.1.1 by Ordinary Resolution, or

18.1.2 by a decision of the Directors.

18.2 Any member or members holding a majority in nominal amount of the issued ordinary share capital that confers the right to attend and vote at general meetings may at any time appoint any person to be a Director, whether as an additional Director or to fill a vacancy, and may remove from office any Director howsoever appointed and any alternate Director Any such appointment or removal shall be effected by notice in writing to the Company by the relevant member or members Any such appointment or removal shall take effect when it is delivered to the registered office of the Company or, if it is produced at a meeting of the directors, when it is so produced or, if sent by electronic means to an address generally used by the Company, when it is sent Any such removal shall be without prejudice to any claim that a Director may have under any contract between him and the Company.

19. Termination of Director's appointment

19.1 A person ceases to be a Director as soon as

19.1.1 he ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law,

19.1.2 a bankruptcy order is made against him,

- 19.1.3 a composition is made with his creditors generally in satisfaction of his debts,
- 19.1.4 he becomes, in the reasonable and proper opinion of all his co-directors, physically or mentally incapable of discharging his duties as a Director,
- 19.1.5 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,
- 19.1.6 any contract under which the person serves as a Director terminates for any reason, or
- 19.1.7 he is otherwise duly removed from office.

20. Directors' remuneration

- 20.1 Directors may undertake any services for the Company that the directors decide.
- 20.2 Directors are entitled to such remuneration as the directors determine
 - 20.2.1 for their services to the Company as directors, and
 - 20.2.2 for any other service which they undertake for the Company
- 20.3 Subject to the Articles, a Director's remuneration may
 - 20.3.1 take any form, and
 - 20.3.2 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.
- 20.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

21. Directors' expenses

- 21.1 The Company may pay any reasonable expenses which the Directors (and any alternate directors or Company secretary) properly incur in connection with their attendance at
 - 21.1.1 meetings of directors or committees of Directors, or
 - 21.1.2 general meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

22. Appointment and removal of alternate directors

- 22.1 Any Director may appoint as an alternate any other Director, or any other person, to
 - 22.1.1 exercise that Director's powers, and
 - 22.1.2 carry out that Director's responsibilities,in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 22.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the Company signed by his appointor, or in any other manner approved by the directors.

23. Rights and responsibilities of alternate directors

- 23.1 An alternate Director may act as alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor
- 23.2 Except as the Articles specify otherwise, alternate directors
- 23.2.1 are deemed for all purposes to be Directors,
 - 23.2.2 are liable for their own acts and omissions,
 - 23.2.3 are subject to the same restrictions as their appointors, and
 - 23.2.4 are not deemed to be agents of or for their appointors and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.
- 23.3 A person who is an alternate director but not a Director
- 23.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
 - 23.3.2 may participate in a unanimous decision of the Directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
 - 23.3.3 shall not be counted as more than one Director for the purposes of Articles 23.3.1 and 23.3.2.
- 23.4 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 23.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

24. Termination of alternate directorship

- 24.1 An alternate director's appointment as an alternate terminates
- 24.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
 - 24.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
 - 24.1.3 on the death of the alternate's appointor,
 - 24.1.4 when the alternate's appointor's appointment as a Director terminates, or
 - 24.1.5 when the alternate is removed in accordance with the Articles.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

25. Powers to issue different classes of share

- 25.1 Subject to the Articles, but without prejudice to the rights attached to any Share, the Company may issue shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 25.2 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. Payment of commissions on subscription for Shares

- 26.1 The Company may pay any person a commission in consideration for that person
 - 26.1.1 subscribing, or agreeing to subscribe, for shares, or
 - 26.1.2 procuring, or agreeing to procure, subscription for shares.
- 26.2 Any such commission may be paid
 - 26.2.1 in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other, and
 - 26.2.2 in respect of a conditional or an absolute subscription.

27. 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.

28. Exclusion of statutory pre-emption provisions

Sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities made by the Company.

29. Fractional entitlements

- 29.1 Where there has been a consolidation or division of Shares and, as a result, members are entitled to fractions of Shares, the Directors may
 - 29.1.1 sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable,
 - 29.1.2 authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
 - 29.1.3 distribute the net proceeds of sale in due proportion among the holders of the Shares.
- 29.2 Where any holder's entitlement to a portion of the proceeds of sale under Article 29.1 amounts to less than a minimum figure determined by the Directors, that member's portion may be retained for the benefit of the Company.

- 29.3 The person to whom the Shares are transferred pursuant to Article 29.1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale.

30. Exercise of Transmittees' rights

- 30.1 Transmittes who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 30.2 If the Transmittes wishes to have a share transferred to another person, the Transmittes must execute an instrument of transfer in respect of it.
- 30.3 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 Transmittes has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

31. Transmittes bound by prior notices

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

DIVIDENDS AND OTHER DISTRIBUTIONS

32. Procedure for declaring dividends

- 32.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 32.2 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.
- 32.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 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.

33. Calculation of dividends

- 33.1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be
- 33.1.1 declared and paid according to the amounts paid up on the Shares on which the dividend is paid, and

33.1.2 apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.

33.2 If any share is issued on terms providing that it ranks for dividend as from a particular date that share ranks for dividend accordingly.

33.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

34. Payment of dividends and other distributions

34.1 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

34.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,

34.1.2 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,

34.1.3 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

34.1.4 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.

34.2 Dividends may be declared or paid in any currency and the Directors may agree with any distribution recipient that dividends which may at any time or from time to time be declared or become due on his Shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear the costs involved.

34.3 In the Articles, the distribution recipient means, in respect of a share in respect of which a dividend or other sum is payable

34.3.1 the holder of the share, or

34.3.2 if the share has two or more joint holders, whichever of them is named first in the register of members, or

34.3.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree.

35. No interest on distributions

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

35.1.1 the terms on which the share was issued, or

35.1.2 the provisions of another agreement between the holder of that share and the Company.

36. Non-cash distributions

- 36.1 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).
- 36.2 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
- 36.2.1 fixing the value of any assets,
- 36.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- 36.2.3 vesting any assets in trustees.

37. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect.

CAPITALISATION OF PROFITS

38. Authority to capitalise and appropriation of capitalised sums

- 38.1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution
- 38.1.1 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
- 38.1.2 appropriate any sum which they so decide to capitalise (a capitalised sum) to the persons who would have been entitled to it if it were distributed by way of dividend (the persons entitled) and in the same proportions.
- 38.2 Capitalised sums must be applied
- 38.2.1 on behalf of the persons entitled, and
- 38.2.2 in the same proportions as a dividend would have been distributed to them.
- 38.3 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.
- 38.4 A capitalised sum which was appropriated from profits available for distribution may be applied
- 38.4.1 in or towards paying up any amounts unpaid on existing Shares held by the persons entitled, or
- 38.4.2 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.
- 38.5 Subject to the Articles the Directors may

- 38.5.1 apply capitalised sums in accordance with Articles 38.3 and 38.4 partly in one way and partly in another,
- 38.5.2 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
- 38.5.3 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.

39. Company seals

- 39.1 Any common seal may only be used by the authority of the Directors.
- 39.2 The Directors may decide by what means and in what form any common seal is to be used.
- 39.3 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.
- 39.4 For the purposes of this Article, an authorised person is
 - 39.4.1 any Director of the Company,
 - 39.4.2 the Company secretary (if any), or
 - 39.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.
- 39.5 Any instrument signed
 - 39.5.1 by any one Director and the secretary or by two Directors, or
 - 39.5.2 by one Director in the presence of a witness who attests his or her signature,and expressed to be executed by the Company shall have the same effect as if executed under the seal.

40. 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

41. Share certificates

- 41.1 The Company must issue each member, free of charge, with one or more certificates in respect of the Shares which that member holds
- 41.2 Every certificate must specify
 - 41.2.1 in respect of how many Shares, of what class, it is issued,
 - 41.2.2 the nominal value of those Shares,
 - 41.2.3 the amount paid up on them, and

- 41.2.4 any distinguishing numbers assigned to them.
- 41.3 No certificate may be issued in respect of Shares of more than one class.
- 41.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 41.5 Certificates must
 - 41.5.1 have affixed to them the Company's common seal, or
 - 41.5.2 be otherwise executed in accordance with the Companies Acts.
- 41.6 The Directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate, or that certificates need not be signed
- 42. Replacement share certificates**
 - 42.1 If a certificate issued in respect of a member's Shares is
 - 42.1.1 damaged or defaced, or
 - 42.1.2 said to be lost, stolen or destroyed,that member is entitled to be issued with a replacement certificate in respect of the same Shares
 - 42.2 A member exercising the right to be issued with such a replacement certificate
 - 42.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - 42.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - 42.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.
- 43. Share transfers**
 - 43.1 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 and, if the Shares are not fully paid, the transferee.
 - 43.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
 - 43.3 The Company may retain any instrument of transfer which is registered.
 - 43.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
 - 43.5 Notwithstanding anything contained in these Articles or otherwise, the Directors shall not refuse to register, nor suspend registration of, any transfer of shares (whether or not fully paid) where such transfer is:
 - 43.5.1 to a bank, lender, fund, financial institution or other person to which or to whom such shares are charged or assigned by any member by way of security (whether as lender,

agent, trustee or otherwise) (a secured institution), or to any nominee of such a secured institution,

- 43.5.2 executed by a secured institution or its nominee, pursuant to a power of sale or other power under any security document,
- 43.5.3 executed by a receiver or manager appointed by a secured institution pursuant to any security document, and/or
- 43.5.4 delivered to the company for registration by a secured institution or its nominee or by a receiver or manager appointed by a secured institution in order to perfect its security over any such share.

44. 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 subsidiary (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.

45. Secretary

Subject to the Companies Act 2006, the Directors may appoint a Company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the Directors may think fit, and any Company secretary (or joint secretary) so appointed may be removed by the Directors. The Directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

DIRECTORS' INDEMNITY AND INSURANCE

46. Indemnity

46.1 Subject to Article 46.2 (but without prejudice to any indemnity to which a relevant officer is otherwise entitled)

46.1.1 a relevant officer may be indemnified out of the Company's assets to whatever extent the Directors may determine against

- (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any undertaking in the same group as the Company,
- (b) any liability incurred by that officer in connection with the activities of the Company, or any undertaking in the same group as the Company, in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), and
- (c) any other liability incurred by that officer as an officer of the Company or of any undertaking in the same group as the Company, and

46.1.2 the Company may, to whatever extent the Directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any undertaking in the same group as the Company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

46.2 This Article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

47. Insurance

47.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

47.2 In this Article, a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any undertaking in the same group as the Company or any pension fund or employees' share scheme of the Company or of any undertaking in the same group as the Company.