

**Company Number: 3581541**

**THE COMPANIES ACT 2006**

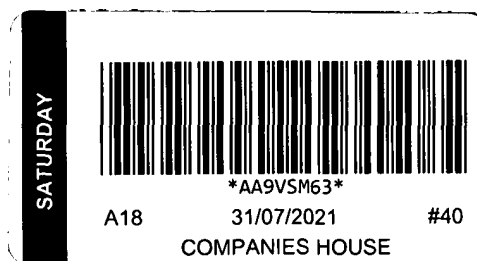
**PUBLIC COMPANY LIMITED BY SHARES**

# **ARTICLES OF ASSOCIATION**

of

## **PAYPOINT PLC**

**(Adopted by a Special Resolution passed on 23 July 2014 and amended by a Special Resolution passed on 21 July 2021)**



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1. **Exclusion of model regulations**

- 1.1 No regulations set out in any statute or statutory instrument concerning companies shall apply as regulations or articles of the Company.

2. **Interpretation**

- 2.1 In these Articles unless the context otherwise requires:

"the 2006 Act" means the Companies Act 2006.

"the 2001 Regulations" means the Uncertificated Securities Regulations 2001.

"these Articles" means these Articles of Association in their present form or as from time to time altered and the expression "this Article" shall be construed accordingly.

"Address", when used in relation to Electronic Communications, includes any number or address used for the purposes of such communications.

"Auditors" means the auditors from time to time of the Company.

"Board" means the board of Directors from time to time of the Company or the Directors present at a meeting of Directors at which a quorum is present and the expression "Director" shall be construed accordingly.

"Certificated Share" means a share which is not for the time being an Uncertificated Share.

"clear days" in relation to a period of notice, shall mean that period commencing on (but excluding) the day upon which the notice is served, or deemed served, and ending on (but excluding) the day for which it is given, or on which it is to take effect.

"Communication" includes a communication comprising images and a communication effecting a payment.

the "Companies Acts" means every statute including any orders, regulations and other subordinate legislation made under it from time to time in force concerning companies insofar as the same applies to the Company (whether or not called a Companies Act or within the statutory citation of Companies Acts).

"Company" means PayPoint plc.

"Electronic Communication" means a Communication by facsimile or electronic mail, and any other form of electronic communication, as defined by the Electronic Communications Act 2000.

"electronic facility" means a device, system, procedure, method or facility providing an electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting determined by the board pursuant to Article 27.9.

"Executive Director" means an Executive Chair, Chief Executive Director, Joint Chief Executive Director, Deputy Chief Executive Director, Managing Director, Joint Managing Director or Assistant Managing Director of the Company or a Director who is the holder of any other employment or executive office (whether or not an employee) with the Company or any of its subsidiary undertakings.

"London Stock Exchange" means London Stock Exchange plc.

"Member" in relation to shares means the member whose name is entered in the Register as the holder of the shares.

"Office" means the registered office of the Company.

"paid up" means paid up or credited as paid up.

"Register" means the Register of Members of the Company.

"Registrars" means the registrars for the time being of the Company.

"Relevant System" shall have the meaning given to it by the 2001 Regulations.

"Seal" means the common seal of the Company or any official seal that the Company may be permitted to have under the Companies Acts.

"Secretary" means any person qualified in accordance with the provisions of the Companies Acts and appointed by the Board to perform any of the duties of the Secretary including a joint, deputy, temporary or assistant Secretary.

"UK Listing Authority" means the competent authority for the time being for the purposes of Part VI of the Financial Services and Markets Act 2000.

"Uncertificated Share" means a share which may be transferred by the use of a Relevant System.

References to "appointment" include reappointment.

References to "debenture" and "debenture holder" include debenture stock and debenture stockholder, respectively.

References to a "meeting" shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by attendance by one person.

References to a person being entitled to a share by "transmission" shall be references to a person becoming entitled to a share under the provisions of Article 21.

References to "writing" include any method of representing or reproducing words in a legible and non-transitory form.

References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

Any words or expressions defined in the Companies Acts in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such part (as the case may be).

The headings are inserted for convenience only and shall not affect the construction of these Articles.

Where pursuant to any provision of these Articles any notice, appointment of proxy or other document which is in electronic form is required to be signed or executed by or on behalf of any person, that signature or execution includes the affixation by or on behalf of that person of an electronic signature (as defined in section 7(2) Electronic Communications Act 2000) in such form as the Directors may approve.

Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

### 3. **Objects**

- 3.1 Nothing in these Articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the 2006 Act, the Company's objects are unrestricted.

### 4. **Limited liability**

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

### 5. **Registered office**

- 5.1 The Office shall be at such place in England and Wales as the Board shall from time to time decide.

### 6. **Change of name**

- 6.1 The Board may change the name of the Company.

### 7. **Share rights**

- 7.1 Subject to the provisions of the Companies Acts, and in particular to those conferring rights of pre-emption, and without prejudice to any rights attached to any shares or class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred, qualified or other rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may by ordinary

resolution determine or, if there has not been any such determination or so far as the same shall not make specific provision, as the Board may determine.

8. **Redeemable shares**

- 8.1 Subject to the Companies Acts, any share may be issued on terms that it is to be redeemed or is liable to be redeemed at the option of the Company or the holder. The terms, conditions and manner of redemption of such shares may be determined by the Board before the shares are allotted.

9. **Variation of rights**

- 9.1 The rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be varied or abrogated in accordance with the provisions set out in the 2006 Act.
- 9.2 The rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to, or the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking *pari passu* therewith.

10. **Allotment of shares and sale of treasury shares**

- 10.1 Subject to the provisions of the Companies Acts and these Articles and any authorising resolutions passed in general meeting which are for the time being in force, the shares of the Company shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times, for such consideration and upon such terms and conditions as the Board may determine.
- 10.2 The Company may from time to time pass an ordinary resolution referring to this Article and authorising, in accordance with section 551 of the 2006 Act, the Board to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company and:
- (A) on the passing of the resolution the Board shall be generally and unconditionally authorised to allot such shares or grant such rights up to the maximum nominal amount specified in the resolution; and
- (B) unless previously revoked the authority shall expire on the day specified in the resolution (not being more than five years from the date on which the resolution is passed),

but any authority given under this Article shall allow the Company, before the authority expires, to make an offer or agreement which would or might require shares to be allotted or rights to be granted after it expires.

- 10.3 Subject (other than in relation to the sale of treasury shares) to the Board being generally authorised to allot shares and grant rights to subscribe for or to convert any security into shares in the Company in accordance with section 551 of the 2006 Act, the Company may from time to time resolve, by a special resolution referring to this Article, that the Board be given power to allot equity securities for cash and, on the passing of the resolution, the Board shall have power to allot (pursuant to that

authority) equity securities for cash as if section 561 of the 2006 Act did not apply to the allotment but that power shall be limited to:

- (A) the allotment of equity securities in connection with a rights issue; and
- (B) the allotment (other than in connection with a rights issue) of equity securities having a nominal amount not exceeding in aggregate the sum specified in the special resolution,

and unless previously revoked, that power shall (if so provided in the special resolution) expire on the date specified in the special resolution of the Company. The Company may before the power expires make an offer or agreement which would or might require equity securities to be allotted after it expires.

For the purposes of this Article:

- (1) **equity securities** and **ordinary shares** have the meanings given in section 560 of the 2006 Act;
- (2) **rights issue** means an offer or issue of equity securities open for acceptance for a period fixed by the Board to or in favour of holders of ordinary shares in proportion (as nearly as may be practicable) to their existing holdings and holders of other equity securities if this is required by the rights of those securities or, if the Directors consider it necessary, as permitted by the rights of those securities; but the Board may make such exclusions or other arrangements as the Board considers expedient in relation to treasury shares, fractional entitlements, record dates, shares represented by depository receipts, legal or practical problems under the laws in any territory or the requirements of any relevant regulatory body or stock exchange or any other matter; and
- (3) a reference to the **allotment of equity securities** includes (pursuant to sections 560(2) and (3) of the 2006 Act) the grant of a right to subscribe for, or to convert any securities into, ordinary shares in the Company, and the sale of any ordinary shares in the Company or (as the case may be) shares of a particular class, that immediately before the sale were held by the Company as treasury shares.

## 11. **Commissions**

- 11.1 The Company may exercise all powers of paying commissions conferred or permitted by the Companies Acts and the commissions may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

## 12. **Non-recognition of trusts and other equitable interests**

- 12.1 Except as ordered by a court of competent jurisdiction or as required by law no person shall be recognised by the Company as holding any share, including a share warrant or any right to a share upon any trust and (except only as otherwise provided by these Articles or as ordered by a court of competent jurisdiction or as required by law) the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any



interest in any fractional part of a share or any other right in respect of any share except an absolute right to the entirety thereof in the registered holder or a person entitled to registration thereof.

13. **Share warrants**

13.1 The Company may, with respect to any fully paid shares, issue a share warrant stating that the bearer of the warrant is entitled to the shares specified in it and may provide (by coupons or otherwise) for the payment of future dividends or other moneys on the shares included in a share warrant.

13.2 The powers referred to in this Article 13 may be exercised by the Board, which may determine and vary the conditions on which share warrants shall be issued, and in particular the conditions on which:

- (A) a new share warrant or coupon will be issued in the place of one damaged, defaced, worn out, lost or destroyed (provided that no new share warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed);
- (B) the bearer of a share warrant shall be entitled to receive notice of and to attend, vote and demand a poll at general meetings;
- (C) dividends will be paid; and
- (D) a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in the share warrant.

Subject to such conditions and to these Articles, the bearer of a share warrant shall be deemed to be a Member for all purposes. The bearer of a share warrant shall be subject to the conditions for the time being in force and applicable thereto, whether made before or after the issue of such share warrant.

14. **Share certificates**

14.1 Every person (except a stock exchange nominee in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) whose name is entered as a holder of any shares in the Register shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer to them of the shares in respect of which they are so registered (or within such other period as the terms of issue shall provide) or, if earlier, within such period as is required by the rules of the London Stock Exchange from time to time, one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board may from time to time determine. In the case of a share held jointly by several persons delivery of a certificate to one of several joint holders shall be sufficient delivery to all. The Company may deliver a certificate to the broker or agent who is, or appears to be, acting for the registered holder, and this shall be equivalent to delivery to the holder. A Member (except such a nominee as aforesaid) who has transferred some of the shares comprised in their registered holding shall be entitled to a certificate for the balance without charge. Every certificate shall specify the shares to which it relates and the amount paid up thereon. The Company shall in

no case be bound to register more than four persons as the joint holders of any share. This Article 14.1 shall not apply if the Companies Acts require or allow the Company not to issue a share certificate to any Member for so long as they have elected to hold any share as an Uncertificated Share.

- 14.2 Any two or more certificates representing shares of any one class held by any Member may at their request be cancelled and a single new certificate for such shares issued in lieu on surrender of the original certificates for cancellation but the Company may charge to the Member any expenses or fees thereby incurred.
- 14.3 If any Member shall surrender for cancellation a share certificate representing shares held by them and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as they may specify, the Board may, if it thinks fit, comply with such request and may charge to the Member any expenses or fees thereby incurred.
- 14.4 If a share certificate is defaced, worn out, lost or destroyed it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in the case of defacement or wearing out, on delivery of the old certificate to the Company.
- 14.5 In the case of joint holders of a share a request for a new certificate under any of the preceding paragraphs of this Article may be made by any one of the joint holders unless the certificate is alleged to have been lost, stolen or destroyed.
- 14.6 All forms of certificate for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates and other like documents) shall be issued under a Seal or in accordance with Article 45.4, having regard to the terms of issue and any listing requirements, or the Board may resolve that any such certificates shall be authenticated by laser seal. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon or that such certificates need not be signed.

15. **Shares without certificates and shares which can be transferred without transfer forms**

- 15.1 If the Companies Acts allow, the Company may issue shares and other securities which do not have certificates, including Uncertificated Shares.
- 15.2 The Company may also allow any shares and other securities to be transferred without a transfer form by the use of a Relevant System, or such other systems as may hereafter become available.
- 15.3 The Board may allow, at its discretion, Certificated Shares to be converted into Uncertificated Shares and vice versa, but the Board shall comply with the 2001 Regulations and the requirements of the Relevant System, in relation to such conversion.

- 15.4 There shall be entered in the Register details of the number of Uncertificated Shares held by each member. The Register must be compiled and kept up to date so as to meet the requirements of the 2001 Regulations and the Relevant System.
- 15.5 Certificated and Uncertificated Shares of the same class shall be treated as one class of shares, notwithstanding that these Articles or the 2001 Regulations require different treatment to be given to Certificated or Uncertificated Shares, although holdings of Certificated and Uncertificated Shares shall be treated as separate holdings (unless the Directors otherwise determine).
- 15.6 Upon any of the shares of the Company becoming Uncertificated Shares, these Articles will continue to apply to such shares only so far as they are consistent with:
- (A) holding those shares as Uncertificated Shares;
  - (B) transferring ownership of those shares by using a Relevant System; and
  - (C) the provisions of the 2001 Regulations.
- 15.7 The provisions of these Articles with respect to meetings, including meetings of the holders of Uncertificated Shares, shall have effect subject to the provisions of the 2001 Regulations.
- 15.8 The Directors may, by notice in writing to the holder of any Uncertificated Shares, require that holder to change the form of such shares to Certificated Shares within such period as may be specified in the notice.
- 15.9 The Directors may require that any fractional requirements to shares arising on a consolidation (or consolidation and division) of Uncertificated Shares are held as Certificated Shares, and are entered into the register accordingly.
- 15.10 The Board may make rules which:
- (A) govern the issue, holding and transfer of shares and securities;
  - (B) where appropriate, the mechanics of conversion and redemption of such shares and securities;
  - (C) govern the mechanics for payments involving a Relevant System;
  - (D) make any other provisions which the Board considers to be necessary to ensure that these Articles are consistent with the 2001 Regulations and with any rules or guidance of an operator of a Relevant System under the 2001 Regulations.

Such rules may provide that they apply to the exclusion of all other provisions in these Articles relating to certificates and the transfer, conversion and redemption of shares and other securities, and any other provisions which are inconsistent with the 2001 Regulations. If any such rules are made, Article 15.6 will continue to apply but shall be subject to such rules.

16. **Lien**

- 16.1 The Company shall have a first and paramount lien on every share (not being a fully paid up share) for all moneys, whether presently payable or not, called or payable, at

a date fixed by or in accordance with the terms of issue of such share, in respect of such share. The Board may at any time, either generally or in any particular case, waive any lien that has arisen, or declare any share to be wholly or partly exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends and other moneys payable in respect of it.

- 16.2 The Company may sell, in such manner as the Board may think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment, has been served on the holder for the time being of the share. For the purpose of giving effect to any such sale the Board may authorise some person to transfer the share sold to, or in accordance with the directions of, the purchaser thereof. If the forfeited share is an Uncertificated Share, the Board may do everything necessary to transfer the forfeited share under the 2001 Regulations. The transferee shall be registered as the holder of the share and they shall not be bound to see to the application of the purchase money, nor shall their title to the share be affected by any irregularity or invalidity in the proceedings relating to the sale.
- 16.3 The net proceeds of the sale by the Company of any share on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as the same is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the share sold and subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the holder immediately before such sale of the share or to any person who is entitled to the share by transmission.

## 17. **Calls on shares**

- 17.1 Subject to the terms of issue, the Board may from time to time make calls upon the Members or persons entitled to a share by transmission in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not by the terms of issue thereof made payable at a date fixed by or in accordance with such terms of issue, and each Member or person entitled to a share by transmission shall (subject to the Company serving upon them at least fourteen days' notice specifying the amount, time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on their shares. A call may, before receipt by the Company of a sum due thereunder, be revoked or postponed in whole or in part as the Board may determine. A Member or person entitled to a share by transmission shall remain liable for calls made upon them notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 17.2 A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.
- 17.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 17.4 If a sum called in respect of a share shall not be paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the

sum from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding (unless the Company by ordinary resolution shall otherwise direct) 25 per cent. per annum, as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.

- 17.5 Any sum which, by the terms of issue of a share, becomes payable on allotment or at any date fixed by or in accordance with such terms of issue, whether on account of the nominal amount of the share or by way of premium or as an instalment of a call, shall for all the purposes of these Articles be deemed to be a call duly made, notified and payable on the date on which, by the terms of issue, the same becomes payable. In the case of non-payment, all relevant provisions of these Articles as to payment of interest, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 17.6 The Board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
- 17.7 The Board may, if it thinks fit, receive from any Member or person entitled to a share by transmission willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by them and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate, not exceeding (unless the Company by ordinary resolution shall otherwise direct) 15 per cent. per annum, as may be agreed upon between the Board and the Member or person entitled to a share by transmission paying such sum in advance, but the Member shall not be entitled to participate in any dividend or other distribution by virtue of such advance.

18. **Forfeiture of shares**

- 18.1 If a Member or person entitled to a share by transmission fails to pay any call or instalment of a call on or before the day appointed for payment thereof the Board may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on them requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.
- 18.2 The notice shall name a further day (not being less than fourteen days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture shall include surrender.
- 18.3 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may, at any time thereafter, before payment of all calls or instalments and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends or other moneys payable in respect of the forfeited share and not paid before the forfeiture.

- 18.4 When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry.
- 18.5 Until cancelled in accordance with the requirements of the Companies Acts, a forfeited share shall be deemed to be the property of the Company and may, subject to the provisions of the Companies Acts, be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled on such terms as the Board may think fit.
- 18.6 A person whose shares are forfeited shall thereupon cease to be a Member in respect of the forfeited shares, and shall surrender to the Company for cancellation the certificate for the shares forfeited, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by them to the Company in respect of the shares with interest thereon at the rate of 25 per cent. per annum (or such lower rate as the Board may determine) from the date of forfeiture until payment, and the Company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal or may waive payment in whole or in part.
- 18.7 A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration (if any) given for the share on the sale, re-allotment or disposition thereof and the Board may authorise some person to transfer the share to the person to whom the same is sold, re-allotted or disposed of, and they shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall their title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the share. The person who becomes registered as the holder of the share shall be discharged from all calls made before such sale, re-allotment or disposal of the share.
- 18.8 The forfeiture of a share shall involve the extinction at the time of forfeiture of all interests in and all claims and demands against the Company in respect of that share and all other rights and liabilities incidental to that share as between the holder of that share and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Companies Acts given or imposed in the case of past Members.
19. **Disclosure of interests**
- 19.1 The Board may by notice in writing pursuant to section 793 of the 2006 Act (in this Article called a "**Disclosure Notice**") require any Member or other person appearing to be interested or appearing to have been interested in any shares in the Company to

disclose to the Company in writing and within such period as is specified in the Disclosure Notice (not being less than 14 days from the service or deemed service thereof) such information as the Board shall, pursuant to any provision of the Companies Acts, be entitled to require relating to interests in the shares in question and, in the event of such a failure to comply with a Disclosure Notice as is referred to in Article 19.3, the Board may, without prejudice to any other rights and remedies available to the Company in respect of such non-compliance, impose any or all of the sanctions set out in Article 19.4.

19.2 The Board may cause a Disclosure Notice to be given pursuant to Article 19.1 at any time and more than one such notice may be given to the same Member or other person in respect of the same shares.

19.3 Where a Member or other person on whom a Disclosure Notice has been served has not, within the period specified in the Disclosure Notice (or such further period as the Board may in its discretion allow), supplied to the Company the information thereby required in respect of any shares (in this Article called the "Relevant Shares") the Board may impose sanctions on the registered holder of the Relevant Shares (in this Article called the "Relevant Member") in accordance with Article 19.4 provided that:

(A) 14 days shall have elapsed from the date of the service or deemed service of the Disclosure Notice during which time the Member or other person shall have failed to supply such information and such failure shall have continued down to the date on which sanctions are imposed; and

(B) the Disclosure Notice shall have contained a statement to the effect that in the event of such failure the Board would or might impose sanctions in accordance with Article 19.4, summarising or setting out such Article or the relevant part thereof.

19.4 Where, pursuant to the provisions of this Article 19, the Board may impose sanctions, it may impose the following sanctions:

(A) if the Relevant Shares represent 0.25 per cent. or more in number of the issued shares of any class (calculated on the basis that treasury shares are ignored) that:

(1) in respect of the Relevant Shares the Relevant Member shall have no right to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares or to exercise any other right in relation to any meeting of the Company or any class of shareholders thereof; and/or

(2) in respect of the Relevant Shares, the Relevant Member shall have no right to receive any dividend; and/or

(3) the Board may decline to register any transfer of Relevant Shares other than a sale to a bona fide unconnected third party such as a sale through a recognised investment exchange or an overseas exchange or by the acceptance of a takeover offer (as defined for the purposes of Part 28 of the 2006 Act); and

(B) in any other case the sanction referred to in Article 19.4(A)(1).

The Board shall not have an obligation to impose any sanctions pursuant to this Article and any imposition of sanctions may, subject to the provisions of this Article, be made on such terms and subject to such conditions as the Board may think fit. The Board's power to impose sanctions shall not be prejudiced at any time by indulgence granted to any person or by any delay in serving a Disclosure Notice or in determining to impose sanctions. The Board may at any time and from time to time exclude any Relevant Shares from the sanctions or cancel or suspend or vary the sanctions imposed by it but so that the sanctions as so varied shall not include any sanction that could not have been imposed when such sanctions were first imposed by it.

Notice in writing of the imposition of any sanctions pursuant to this Article shall be given by the Company to the Relevant Member in accordance with these Articles and to any other person (whose failure to comply with the Disclosure Notice was taken into account by the Board in determining to impose such sanctions) at their last known address, but the non-receipt of such notice by any person entitled thereto shall not invalidate the sanctions.

- 19.5 Any sanctions imposed pursuant to this Article shall cease to apply after such period (not exceeding seven days) as the Board may specify after:
- (A) the Board is satisfied that the required information has been produced to the Company; or
  - (B) receipt by the Company of notice of a transfer of the Relevant Shares by any such transfer as is referred to in Article 19.4(A)(3).

Where the Company has withheld payment of any dividend in respect of any Relevant Shares (and any other shares of the Company held by the Relevant Member) pursuant to sanctions imposed in accordance with Article 19.4(A)(2), such dividend shall be paid to the person who would, but for such sanctions, have been entitled thereto, or as they may direct as soon as reasonably practicable after the sanctions shall have ceased to apply, but the Company shall not be obliged to account for any interest thereon whether or not such interest has been earned.

- 19.6 Where any securities are issued pursuant to any rights issue or capitalisation issue in right of any Relevant Shares, the Board may determine that the Relevant Member is subject to sanctions in respect of such securities as if those securities were Relevant Shares. If the Board so determines it will give notice in writing of the determination to the Relevant Member.
- 19.7 For the purposes of this Article a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification pursuant to the Disclosure Notice which either states that that person is so interested, or which fails to establish the identities of those interested in the shares and if (after taking into account the said notification and any other relevant notification or information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares.
- 19.8 In the event of any conflict between the provisions of this Article and any other Article the provisions of this Article shall prevail.
- 19.9 This Article is in addition to, and shall not in any way prejudice or affect, the statutory rights of the Company arising from any failure by any person to give any information



required by a Disclosure Notice within the time specified in it. For the purpose of this Article 19.9 a Disclosure Notice may require any information to be given before the expiry of the period referred to in Article 19.1.

**20. Transfer of shares**

- 20.1 Subject to such of the restrictions of these Articles as may be applicable, any Member may transfer all or any of their Certificated Shares by an instrument of transfer in the usual common form or in any other form which the Board may approve. The transfer of an Uncertificated Share need not be in writing and shall comply with such rules as the Board may adopt under Article 15.10.
- 20.2 The instrument of transfer of a Certificated Share shall be signed or executed by or on behalf of the transferor and (in the case of a partly paid share) the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer, when registered, may be retained by the Company.
- 20.3 The Board may, in its absolute discretion, decline to register any transfer of any share that is not a fully paid up share or on which the Company has a lien provided that in the case of shares admitted to the Official List of the UK Listing Authority, such discretion may not be exercised in such a way as to prevent dealings in the shares from taking place on an open and proper basis.
- 20.4 The Board may also decline to register any transfer unless:
- (A) in the case of a Certificated Share, the instrument of transfer, duly stamped (if required), is lodged with the Company accompanied by the certificate for the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
  - (B) in the case of a Certificated Share, the instrument of transfer is in respect of only one class of share; and
  - (C) in the case of a transfer to joint holders of a Certificated or Uncertificated Share, the number of joint holders to whom the share is to be transferred does not exceed four.
- 20.5 If the share to be transferred is an Uncertificated Share, the Board may refuse to register a transfer if the 2001 Regulations allow it to do so and must do so where the 2001 Regulations so require.
- 20.6 If the Board declines to register a transfer it shall send to the transferee notice of the refusal, together with its reasons for refusal, as soon as practicable and in any event:
- (A) in the case of a Certificated Share by such time as is the earlier of (1) the time required by the rules of the London Stock Exchange in force for the time being or (2) the expiration of two months after the date upon which the instrument of transfer was lodged; and
  - (B) In the case of an Uncertificated Share within two months of the date on which the Registrars received "dematerialised instructions" authenticated in

accordance with the 2001 Regulations to update the Register to show the transferee as the holder thereof.

- 20.7 No fee shall be charged by the Company for registering any transfer, probate, letters of administration, certificate of death or marriage, power of attorney, stop notice, order of court or other instrument relating to or affecting the title to any share, or otherwise making any entry in the Register relating to any share.
- 20.8 Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

21. **Transmission of shares**

- 21.1 In the case of the death of a Member, the survivor or survivors (if any), where the deceased was a joint holder, and the executors or administrators of the deceased, where the Member was a sole holder or where all of the joint holders have died, shall be the only persons recognised by the Company as having any title to their shares; but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any share held by them solely or jointly with other persons.
- 21.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may, subject as hereinafter provided and upon such evidence being produced as may from time to time be required by the Board as to their entitlement, either be registered himself as the holder of the share or elect to have some person nominated by them registered as the transferee thereof and the Company shall make no charge for such registration. If the person so becoming entitled elects to be registered, they shall deliver or send to the Company a notice in writing signed or executed by them stating that they so elect. If they shall elect to have their nominee registered, they shall signify their election by signing an instrument of transfer of such share in favour of their nominee. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or instrument of transfer as aforesaid as if the death or bankruptcy of the Member or other event giving rise to the transmission had not occurred and the notice or instrument of transfer were an instrument of transfer signed or executed by such Member.
- 21.3 Where a person becomes entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law, the rights of the Member in relation to that share shall immediately cease. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law shall (upon such evidence being produced as may from time to time be required by the Board as to their entitlement) be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but they shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Member until they shall have become registered as the holder thereof. The Board may at any time give notice requiring any such person to elect either to be registered or to transfer the share and if the notice is not complied with within sixty days the Board may thereafter withhold payment of all dividends and other moneys payable in respect of the share until the requirements of the notice have been complied with.

## 22. Untraced shareholders

22.1 The Company shall be entitled to sell at the best price reasonably obtainable any share of a Member or any share to which a person is entitled by transmission if and provided that:

- (A) there has been a period of 12 years during which at least three dividends in respect of the shares in question (or any shares from which those shares have been derived) have become payable but no dividend has been claimed (in this Article called the "Relevant Period");
- (B) the Company has sent a notice (in this Article called the "Sale Notice") stating that it intends to sell such shares to the last known address of the relevant Member or person entitled. Before sending the Sale Notice, the Company must have made reasonable enquiries as the Board considers reasonable in the circumstances to establish the address of the relevant Member or person entitled by transmission to the shares (including engaging, if considered appropriate, a professional asset reunification company or other tracing agent);
- (C) during the Relevant Period and the period of three months following the date on which the Sale Notice is deemed to have been received by the Member or person entitled by transmission, the Company has not received any communication from the Member or person entitled by transmission; and
- (D) if any securities of the Company are admitted to listing by the UK Listing Authority or admitted to trading on the Alternative Investment Market, the Company has first given notice in writing to the London Stock Exchange of its intention to sell such shares.

22.2 To give effect to any such sale of a Certificated Share the Company may appoint any person to execute as transferor an instrument of transfer of such share and such instrument of transfer shall be as effective as if it had been executed by the Member or person entitled by transmission to such share. To give effect to any such sale of an Uncertificated Share, the Board may do whatever it considers necessary to transfer the share and such action shall be as effective as if it had been done by the Member or person entitled by transmission to such share. The purchaser shall not be bound to see to the application of the purchase moneys nor shall their title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

22.3 Subject to this Article 22.3, the Company shall account to the Member or person entitled by transmission to such share for net proceeds of such sale by transferring all moneys in respect thereof to a separate account in the name of such Member or other person which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Member or other person and shall upon the request of the Member or the person entitled by transmission to the share, pay such moneys to them. Moneys credited to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the Board may from time to time think fit and the Company shall not be required to account to the former Member or person entitled by transmission to such share for any interest or other moneys earned from the net proceeds of such sale. If no valid claim for the net proceeds has been received by the Company during a period of two years

from the date on which the relevant shares were sold by the Company pursuant to Article 22.1 or 22.4, the net proceeds shall be forfeited by the Member or person entitled by transmission to such share (and accordingly such person shall no longer be a creditor for such amount). Upon such forfeiture of the net proceeds, the net proceeds shall belong to the Company and the Company shall no longer be obliged to account for the net proceeds of sale to the Member or person entitled by transmission to such share and shall not be liable to such person in any respect, and the Company shall be entitled to use the net proceeds in any way the Board may from time to time think fit.

22.4 If the Company is entitled to sell any share pursuant to Article 21.1, it shall be entitled to sell any additional share issued at any time to the holder or person entitled in right of that share (or in right of any such share).

23. **Alterations of capital**

23.1 The Company may exercise the powers conferred by the Companies Acts to:

- (A) increase its share capital by allotting new shares;
- (B) reduce its share capital any capital redemption reserve and any share premium account in any way;
- (C) sub-divide or consolidate and divide all or any of its share capital; and
- (D) redenominate all or any of its shares and reduce its share capital in connection with such a redenomination.

23.2 A resolution by which any share is sub-divided may determine that, as between the holders of the shares resulting from the sub-division, one or more of the shares may have such preferred or other special rights, or may have such qualified or deferred rights or be subject to such restrictions, as compared with the other or others, as the Company has power to attach to new shares.

23.3 If as a result of any consolidation and division or sub-division of shares any Members would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit. In particular, the Board may:

- (A) (on behalf of those Members) aggregate and sell the shares representing the fractions to any person (including, subject to the Companies Acts, the Company) and distribute the net proceeds of sale in due proportion among those Members (except that any proceeds in respect of any holding less than a sum fixed by the Board may be retained for the benefit of the Company); or
- (B) subject to the Companies Acts, first, allot to a Member credited as fully paid by way of capitalisation of any reserve account of the Company such number of shares as rounds up their holding to a number which, following consolidation and division or sub-division, leaves a whole number of shares.

23.4 For the purpose of a sale under paragraph 23.3(A) above, the Board may authorise a person to transfer the shares to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money and the title of the new holder to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale.

24. **Purchase of own shares**

24.1 Subject to the Companies Acts, and to any rights conferred on the holders of any class of shares, the Company may purchase all or any of its shares of any class, including any redeemable shares.

25. **General meetings**

25.1 The Board shall convene and the Company shall hold an annual general meeting in accordance with the requirements of the Companies Acts. The Board may call general meetings whenever and at such times as it shall determine.

25.2 Any meeting of the Company other than an annual general meeting shall be called a general meeting.

25.3 The Board may, whenever it thinks fit, and in accordance with the Companies Acts, convene a general meeting and, on the requisition of Members under the Companies Acts, shall forthwith proceed to convene a general meeting in accordance with the Companies Acts and if it shall fail to do so within the time allowed by the Companies Acts, any of the requisitionists may do so. A general meeting may also be convened in accordance with Article 43.5.

25.4 The Board shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place (or places, in accordance with Article 27.8) anywhere in the world determined by it, or in addition by means of electronic facility or facilities determined by it in accordance with Article 27.9, or partly in one way and partly in another.

26. **Notices of general meetings**

26.1 Subject to the Companies Acts, an annual general meeting shall be called by not less than 21 clear days' notice and all other general meetings shall be called by not less than 14 clear days' notice or by not less than such minimum notice period as is permitted by the Companies Acts. Subject to the provisions of the Companies Acts, notice of every general meeting shall be given in the manner specified in Article 53 to all Members other than such as under the provisions of these Articles or the terms of issue of the shares they hold are not entitled to receive such notices from the Company, to all persons entitled to a share by reason of the death or bankruptcy of a Member or otherwise by operation of law (if the Company has been notified of their entitlement) and also to the Auditors and to each Director.

26.2 Subject to the exceptions prescribed by the 2006 Act, the accidental omission to give notice of a meeting or send any other notice or circular relating thereto or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or other notice or circular relating thereto or such instrument of proxy by any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

- 26.3 Article 26.2 above applies to confirmatory copies of notices (and confirmatory notifications of website notices) of meetings sent pursuant to Article 53.7 in the same way as it applies to notices of meetings.
- 26.4 Subject to the provisions of the Companies Acts, the notice shall specify the time and date of the meeting and the general nature of the business to be dealt with.
- 26.5 In the case of an annual general meeting, the notice shall specify the meeting as such. In the case of a meeting to pass a special resolution, the notice shall specify the intention to propose the resolution as a special resolution.
- 26.6 The notice shall specify the physical place or places at which the general meeting shall be held (wholly or partly) (and any satellite meeting place determined in accordance with Article 27.3 shall be identified as such in the notice).
- 26.7 If the Board determines that a general meeting shall be held partly by means of electronic facility or facilities, the notice shall specify the means, or all different means, of attendance and participation determined in accordance with Article 27.9 and any access, identification and security arrangements determined in accordance with Article 27.6.
- 26.8 If the Board, in its absolute discretion, considers that it is impractical or undesirable for any reason to hold a general meeting on the date and/or at the time and/or the place (including the satellite meeting place to which Article 27.8 applies) and/or by means of the electronic facility specified in the notice calling the general meeting, or on the date, and/or at the time and/or the place (including the satellite meeting place to which Article 27.8 applies) and/or by means of the electronic facility to which the general meeting has been postponed under this Article 26.8, or adjourned, it may postpone the meeting to any date and/or time and/or place (including a satellite meeting place to which Article 27.8 applies) and/or electronic facility. When a meeting is postponed for 30 days or more not less than seven days' notice of the postponed meeting shall be given in like manner as in the case of the original meeting. Otherwise, when a meeting is postponed, no new notice of the meeting need be sent, but the Board shall take reasonable steps to advertise the date and time of the meeting, and the means of attendance and participation (including any place and/or electronic facility) for the meeting, which may include advertising that information by means of a notice on the Company's website or an announcement to a regulatory information service (and those means, if both are used in relation to the Board's decision, shall be deemed to constitute reasonable steps to advertise for the purpose of this Article 26.8) and shall, if practicable, make arrangements for notices of the change of place or places and/or electronic facility or facilities and/or postponement to appear at the original place or places and/or on the original electronic facility or facilities, in each case at the original time, it shall not be necessary to give any notice of the business to be transacted at such postponed meeting. The arrangements made by the Board under Article 27.1 for such general meeting shall, unless varied, apply to the postponed meeting.

## 27. **Proceedings at general meetings**

- 27.1 The Board may at any time prior to the appointed time of commencement of a general meeting or any separate meeting of the holders of any class of share of the Company, and the chair of any such meeting, may at any time after the appointed time of commencement of such meeting, make or alter arrangements for the meeting as it or

they shall in its or their absolute discretion consider to be appropriate for the purpose of ensuring the safety of those attending at any place specified for the holding of a general meeting or any separate meeting and so as to enable the persons present adequately to hear the proceedings of the meeting and to speak and vote on the matters before the meeting or to reflect the wishes of the majority of the meeting. In making such arrangements, the chair of the meeting may alter the arrangements made by the Board.

- 27.2 The entitlement of any Member or their proxy (other than the chair of the meeting) to attend a general meeting or any separate meeting of the holders of any class of share of the Company shall be subject to any such arrangements as provided by Article 27.1 or Article 27.8.
- 27.3 Arrangements made under Article 27.1 may include arrangements for such Members, their proxies and representatives (in the case of corporate members) entitled to attend the meeting to do so by attending at a place or places other than the place specified in the notice of meeting as the principal place (the "Principal Place"), provided that the chair is satisfied that facilities (whether electronic or otherwise) are available to enable persons attending at the Principal Place and at such other place or places to participate in the business of the meeting.
- 27.4 The Board (and, at a general meeting, the chair) may make any arrangement and impose any requirement or restriction it or the chair consider appropriate to ensure the security of a general meeting held at a physical place, or the health, safety and security of those attending the meeting at a physical place, including without limitation:
- (A) requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property; and
  - (B) the restriction of items that may be taken into the meeting place.
- 27.5 The Board and, at any general meeting, the chair are entitled to refuse entry to a person who refuses to comply with these arrangements, requirements or restrictions or who disrupts the orderly conduct of the meeting.
- 27.6 If a general meeting is held partly by means of electronic facility or facilities, the Board (and, at a general meeting, the chair) may make any arrangement and impose any requirement or restriction that is:
- (A) necessary to ensure the identification of those taking part and the security of the electronic communications; and
  - (B) proportionate to the achievement of those objectives.
- 27.7 Where a meeting is adjourned any arrangements made in respect of that meeting under Articles 27.1 to 27.6 inclusive shall not apply to the adjourned meeting unless the Board otherwise resolves and the power of the Board to make any such arrangements shall apply to any adjourned general meeting. Different arrangements from those which applied to the original meeting may be made for an adjourned meeting.
- 27.8 Without prejudice to the arrangements in respect of a general meeting which may be made under Articles 27.1 to 27.6 inclusive, the Board may resolve to enable persons

entitled to attend and participate at a general meeting to do so by simultaneous attendance and participation at one or more satellite meeting places anywhere in the world and the Members present in person or by proxy at such satellite meeting places shall be counted in the quorum for and entitled to vote at the relevant general meeting. That meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending at all the meeting places are able to:

- (A) participate in the business for which the meeting has been convened;
- (B) hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio visual communications equipment or otherwise) in the Principal Place and any satellite meeting place; and
- (C) be heard and seen by all other persons so present in the same way.

27.9 Without prejudice to the arrangements in respect of a general meeting which may be made under Articles 27.1 to 27.6 inclusive, the Board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation by means of electronic facility or facilities and determine the means, or all different means, of attendance and participation used in relation to a general meeting. The Members present in person or by proxy by means of electronic facility or facilities shall be counted in the quorum for, and entitled to participate in, the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending the meeting by all means (including by means of electronic facility or facilities) are able to:

- (A) participate in the business for which the meeting has been convened;
- (B) hear all persons who speak at the meeting; and
- (C) be heard by all other persons present at the meeting.

A Member seeking to be present in person or by proxy at a general meeting by means of electronic facility or facilities is responsible for ensuring they have access to and can use the facility or facilities. That meeting shall be duly constituted and its proceedings valid notwithstanding the inability of the Member to gain access to or use the facility or facilities, or the loss of access to or use of the facility or facilities during the Meeting.

27.10 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the appointment, choice or election of a chair which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, two Members present in person or by proxy and entitled to vote shall be a quorum for all purposes unless each of them is either authorised to act as the representative of a corporation in relation to the meeting and they are representatives of the same corporation or each of them is appointed as a proxy of a Member in relation to the meeting and they are proxies of the same Member.

A corporation being a Member shall be deemed for the purpose of these Articles to be present in person if represented in accordance with the provisions of the Companies Acts.



- 27.11 If within fifteen minutes (or such longer time not exceeding one hour as the chair of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present the meeting, if convened on the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to such other day (not being less than 10 clear days thereafter) and at such time or place as the chair of the meeting may determine and the Company shall give not less than seven clear days' notice in writing of the adjourned meeting (but otherwise complying with Article 26). At the adjourned meeting the quorum requirements shall be the same as set out in Article 27.10 above.
- 27.12 Each Director shall be entitled to attend and speak at any general meeting of the Company including a general meeting of any class of Members. The chair of the meeting may invite any person (whether a Member or not) to attend the whole or any part of any such general meeting and to speak at the same if they consider such person able to assist in discussions at the meeting by reason of knowledge or experience of the Company's business.
- 27.13 The chair (if any) of the Board or, in their absence, a deputy chair (if any) shall preside as chair at every general meeting. If there is no such chair or deputy chair, or if at any meeting neither the chair nor a deputy chair is present within five minutes after the time appointed for holding the meeting, or if none of them is willing to act as chair, the Directors present shall choose one of their number to act or, if one Director only is present, they shall preside as chair if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present and entitled to vote on a poll shall elect one of their number to be chair.
- 27.14 The chair of the meeting shall take such action as they think fit to promote the orderly conduct of the meeting. The decision of the chair of the meeting on points of order, matters of procedure or arising incidentally out of the business of the meeting shall be final and conclusive, as shall be their determination, acting in good faith, as to whether any point or matter is of such a nature.
- 27.15 The chair may, at any time, without the consent of the meeting, adjourn any meeting (whether or not it has commenced or a quorum is present) to a later time on the same day or on a later day and either to the same or another place where it appears to them that:
- (A) the members wishing to attend cannot conveniently be accommodated in the place or places appointed for the meeting;
  - (B) the conduct of persons present prevents, or is likely to prevent, the orderly continuation of business;
  - (C) the facilities at the principal meeting place or any satellite meeting place have become inadequate for the purposes referred to in Article 27.8;
  - (D) an electronic facility has become inadequate for the purposes referred to in Article 27.9; or
  - (E) an adjournment is otherwise necessary so that the business of the meeting may properly be conducted.

- 27.16 Nothing in this Article shall limit any other power vested in the chair of the meeting to adjourn the meeting
- 27.17 The chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting to a later time on the same day or on a later day and either to the same or another place or places.
- 27.18 No business shall be transacted at any adjourned meeting except business that might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more not less than seven clear days' notice of the adjourned meeting shall be given in the same manner as required for an original meeting.
- 27.19 Save as expressly provided by these Articles it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

28. **Class meetings**

- 28.1 All the provisions of these Articles as to general meetings shall, mutatis mutandis but subject to the provisions of the 2006 Act, apply to a separate general meeting of the holders of any class of share (including the proceedings thereat) of the Company.

29. **Amendments to Resolutions**

- 29.1 Subject to the Companies Acts, a resolution may only be put to the vote at a general meeting if the chair of the meeting in their absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.
- 29.2 If a resolution or an amendment to any resolution shall in good faith be ruled admissible or out of order (as the case may be) by the chair of the meeting, the proceedings relating to such resolution shall not be invalidated by any error in such ruling. Any ruling by the chair of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.
- 29.3 In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a clerical amendment to correct a patent error) may in any event be considered or voted upon.
- 29.4 In the case of a resolution duly proposed as an ordinary resolution, no amendment, (other than a clerical amendment to correct a patent error) may in any event be considered or voted upon unless the chair in their absolute discretion so decides or unless written notice of the proposed amendment and the intention to move it has been left at the Office (or at such other place in the United Kingdom as may be specified in the notice convening the meeting or in any notice of adjournment or, in either case, in any document sent therewith) not less than 48 hours before the time appointed for the holding of the meeting or the adjourned meeting at which the ordinary resolution is to be considered.
- 29.5 The giving of notice under paragraph 29.4 above shall not prejudice the power of the chair of the meeting to rule the amendment out of order.

29.6 With the consent of the chair of the meeting, a person who proposes an amendment to a resolution may withdraw it before it is put to the vote.

30. **Voting**

30.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is duly demanded before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll. Subject to the provisions of the 2006 Act, a poll may be demanded by:

- (A) the chair of the meeting; or
- (B) at least five Members present in person (which, for the avoidance of doubt, includes a duly authorised corporate representative) or by proxy and entitled to vote on the resolution; or
- (C) any Member or Members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all Members having the right to attend and vote on the resolution (excluding any voting rights attached to any shares held as treasury shares); or
- (D) any Member or Members present in person or by proxy and holding shares conferring a right to attend and vote on the resolution on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all shares conferring that right (excluding any shares conferring a right to vote on the resolution which are held as treasury shares).

30.2 Unless a poll is so demanded and the demand is not withdrawn a declaration by the chair that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority, not carried, not carried by a particular majority, or lost shall be final and conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

30.3 If a poll is duly demanded it shall be taken in such manner as the chair of the meeting shall direct and they may appoint scrutineers who need not be Members. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded, even if the poll shall be carried out after the meeting.

30.4 A poll demanded on the election of a chair, or on a question of adjournment, shall be taken immediately. A poll demanded (and not withdrawn) on any other question shall be taken in such manner and immediately or at such time (being not later than 30 days after the date of the demand) and place as the chair shall direct. It shall not be necessary (unless the chair otherwise directs) for notice to be given of a poll.

30.5 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. A demand for a poll may be withdrawn with the consent of the chair at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 30.6 On a poll, votes may be given either personally or by proxy or (in the case of a corporate member) by a duly authorised representative.
- 30.7 A person entitled to more than one vote on a poll need not, if they vote, use all their votes, or cast all the votes they use, in the same way.
- 30.8 Subject to these Articles and to any special rights or restrictions as to voting for the time being attached to any class of shares in the Company, the provisions of the 2006 Act shall apply in relation to voting rights.
- 30.9 Subject to paragraph 30.10 below, on a vote on a resolution on a show of hands at a general meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote.
- 30.10 On a vote on a resolution on a show of hands at a general meeting, a proxy has one vote for and one vote against the resolution if:
- (A) the proxy has been duly appointed by more than one Member entitled to vote on the resolution; and
  - (B) the proxy has been instructed by, or exercises their discretion given by, one or more of those Members to vote for the resolution and has been instructed by, or exercises their discretion given by, one or more other of those Members to vote against it.
- 30.11 In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.
- 30.12 A Member in respect of whom an order has been made by any court or other authority having jurisdiction anywhere in the world for the control or management of the affairs of persons incapable of managing their own affairs, may vote, whether on a show of hands or on a poll, by their receiver, committee, curator bonis or other person in the nature of a receiver, committee or curator bonis appointed by any such court or other authority, and such receiver, committee, curator bonis or other person may vote on a poll by proxy, and may otherwise act and be treated as such Member for the purposes of general meetings, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office (or at such other place in the United Kingdom as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) or shall be sent by an Electronic Communication to an Address specified in the notice of meeting or any document sent therewith not later than the last time at which a proxy appointment must be received in order to be valid at the meeting or adjourned meeting or for the taking of the poll at which it is desired to vote.
- 30.13 The Company must specify in the notice of the meeting a time (not being earlier than 48 hours before the time fixed for the meeting) by which a person must be entered on the Register in order to have the right to attend and vote at the meeting (and to allow the number of votes which a person can cast to be calculated). In calculating the period mentioned, no account shall be taken of any part of a day that is not a working day. Changes to entries on the register after the time so specified shall be disregarded in

determining the rights of any person to attend or vote at the meeting, notwithstanding any provisions in the Companies Acts or these Articles to the contrary.

30.14 No Member shall, unless the Board otherwise determines, be entitled to be present or to vote, either personally or by proxy, or to be reckoned in a quorum or to exercise any other right of membership at any general meeting or at any separate meeting of holders of any class of shares in the Company unless all calls or other sums presently payable by them in respect of shares in the Company have been paid.

30.15 If:

- (A) any objection shall be raised to the qualification of any voter; or
- (B) any votes have been counted that ought not to have been counted or that might have been rejected; or
- (C) any votes are not counted that ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection raised or error pointed out in due time shall be referred to the chair of the meeting and shall only vitiate the decision of the meeting on any resolution if the chair decides that the same may have affected the decision of the meeting. The decision of the chair on such matters shall be final and conclusive.

### 31. **Proxies**

31.1 Subject to Article 31.7, the appointment of a proxy shall be executed by or on behalf of the appointor or their attorney authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign or execute the same. A Member may appoint:

- (A) another person as their proxy to exercise all or any of their rights to attend, speak and vote at a meeting; and
- (B) more than one proxy in relation to a meeting if each proxy is appointed to exercise the rights attached to a different share or shares held by the Member.

31.2 A proxy need not be a Member.

31.3 Subject to Article 31.7, an appointment of a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed or executed, or a notarially certified copy of such power or authority, shall

- (A) in the case of an appointment contained in an instrument in writing, be delivered at the Office (or at such other place in the United Kingdom as may be specified in the notice convening the meeting or in any notice of any adjournment thereof or, in either case, in any document sent with the notice); or
- (B) in the case of an appointment contained in an Electronic Communication, where an Address has been specified in either the notice convening the meeting, or in any notice of any adjournment thereof or, in either case, any document sent with the notice, or in any invitation contained in an Electronic

Communication inviting the appointment of a proxy, shall be delivered at that Address

in either case at least

- (1) 48 hours before the appointed time for the meeting or adjourned meeting at which the person named in the appointment proposes to vote, whether on a show of hands or a poll taken at or on the same day as the meeting or adjourned meeting; or
- (2) 24 hours before a poll which is taken after the day of the meeting or adjourned meeting.

In calculating the periods mentioned in Article 31.3 no account is to be taken of any part of a day that is not a working day, unless the Board decides otherwise in relation to a specific general meeting.

The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment has not been received in accordance with this Article.

31.4 Where two or more valid but differing appointments of a proxy are delivered in respect of the same share for use at the same meeting then:

- (A) in the case of proxies contained in instruments in writing, the one which is last dated by the appointor (provided that date is on or before the date of delivery but otherwise regardless of the actual date of execution or the date of delivery) shall be treated as replacing and revoking the others as regards that share, and if not all such instruments or proxy are so dated, or if any date is illegible as written or falls after the date of delivery, the one which is last delivered (regardless of its date or the date of its execution) shall be treated as replacing and revoking the others as regards that share;
- (B) in the case of a proxies delivered by Electronic Communication, the one which is the last actually received (where applicable, determined in accordance with any method prescribed pursuant to Article 31.8) shall be treated as replacing and revoking the others as regards that share; and
- (C) in the case of two or more valid but differing appointments of a proxy in respect of a share delivered both by instrument in writing and by Electronic Communication the one which is last delivered or actually received (determined as aforesaid) shall be treated as replacing and revoking the others as regards that share, except that where a proxy contained in an instrument in writing is dated prior to the day of actual receipt of a proxy delivered by Electronic Communication, but is delivered afterwards, the latter shall be taken to replace and revoke the former.

31.5 Delivery of a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned.

31.6 No proxy shall be valid after the expiration of 12 months from its stated date of execution or delivery by Electronic Communication.

- 31.7 Subject to the Companies Acts appointments of a proxy may be in any common form or in such other form as the Board may approve and the Board shall (but subject to the provisions of the Companies Acts) send out with the notice of any meeting or adjourned meeting or, where an Address for the receipt of Electronic Communications has been specified by the relevant Member pursuant to Article 53.1, shall, subject to Article 31.8, send by Electronic Communication to that Address, forms of proxy for use at the meeting. An appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The appointment of a proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
- 31.8 Without limiting any other provision of this Article 31, in relation to any shares which are held in uncertificated form, the Board may from time to time permit appointments of a proxy to be made by means of an Electronic Communication in the form of an Uncertificated Proxy Instruction (that is a properly authenticated dematerialised instruction and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the Board may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Board (subject always to the facilities and requirements of the system concerned)); and may in a similar manner permit supplements to, or amendments or revocations of, any such Uncertificated Proxy Instruction to be made by like means. The Board may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.
- 31.9 Any corporation which is a Member may, in accordance with the Companies Acts, by resolution of its directors or other governing body authorise such person or persons as it thinks fit to act as its representative(s) at any meeting of the Company or of any class of Members.
- 31.10 A vote given or poll demanded by a proxy or by a duly authorised representative of a corporation shall be valid notwithstanding the previous death or incapacity of the principal, or revocation of the proxy or of the authority under which it was executed or delivered or revocation of the appointment of the duly authorised representative, or the transfer of the share in respect of which the vote is given or poll is demanded, provided that no notification in writing of such death, incapacity, revocation or transfer shall have been received by the Company at the Office (or such other place in the United Kingdom as may be specified for the delivery of proxies in the notice convening the meeting or other document sent therewith) or, where the appointment of the proxy was contained in an Electronic Communication, at the Address at which such communication was duly received, being not later than the last time at which a proxy should have been delivered in order to be valid for use at the meeting or on the holding of any poll demanded at that meeting, or such later time as may be determined by the Board and set out in a notice given to Members.

- 31.11 A demand for a poll made by a person as proxy for a Member or as the duly authorised representative of a member which is a corporation shall have the same effect as a demand by a Member, except that for the purpose of establishing whether the requirements of Article 30.1 are met, the voting rights to be taken into account shall be the voting rights exercisable by such person in their capacity as proxy or representative of the Member and not the voting rights which may be exercised by the Member himself.
- 31.12 The Board may, but shall not be bound to, require reasonable evidence of the identity of the Member and of the proxy, the Member's instructions (if any) as to how the proxy is to vote and, where the proxy is appointed by a person acting on behalf of the Member, authority of that person to make the appointment.
- 31.13 A vote given by a proxy or by a representative of a corporation shall be valid notwithstanding that they have not voted in accordance with any instructions given by the Member by whom they are appointed. The Company shall not be obliged to check whether the proxy or representative of a corporation has in fact voted in accordance with any such Member's instructions.

32. **Number of Directors**

- 32.1 Unless and until otherwise determined by ordinary resolution of the Company, the Directors (disregarding alternate Directors) shall be not less than 2 and not more than 12 in number.

33. **Appointment and removal of Directors**

- 33.1 Subject to the provisions of these Articles, the Company may by ordinary resolution appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles.
- 33.2 Without prejudice to the power of the Company by ordinary resolution in pursuance of any of the provisions of these Articles to appoint any person to be a Director, the Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any Director so appointed by the Board shall hold office only until the next following annual general meeting and shall then be eligible for reappointment.
- 33.3 The Company may by special resolution, or by ordinary resolution of which special notice has been given in accordance with the provisions of the Companies Acts, remove any Director before the expiration of their period of office (without prejudice to any claim for damages under any contract).
- 33.4 No person other than a Director retiring at the meeting shall, unless recommended by the Board, be appointed a Director at any general meeting unless, not less than 14 and not more than 42 clear days before the day appointed for the meeting, there has been given to the Company notice by some Member entitled to attend and vote at the meeting (not being the person to be proposed) of their intention to propose such person



for appointment and also notice signed or executed by the person to be proposed of their willingness to be appointed.

**34. Remuneration of Non-executive Directors**

34.1 The remuneration of the Directors who do not hold executive office for their services in such office (excluding amounts payable under other provisions of these Articles) shall be determined by the Board but shall not exceed in aggregate the sum of £750,000 per annum or such greater sum as the Company may from time to time determine by ordinary resolution. Such sum (unless otherwise directed by the resolution of the Company) shall be divided amongst such Directors in such proportions and in such manner as the Board may determine or, failing such determination, equally.

**35. Additional remuneration and expenses**

35.1 Each Director may be paid their reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company and shall be paid all expenses properly and reasonably incurred by them in the conduct of the Company's business or in the discharge of their duties as a Director. Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) or may receive such other benefits as the Board or any committee authorised by the Board may determine and such extra remuneration or benefits shall be in addition to any remuneration or benefits provided for by or pursuant to any other Article.

35.2 Without prejudice to the provisions of Article 58 the Board shall have the power to purchase and maintain insurance for, or for the benefit of, any persons who are or were at any time Directors, officers (other than Auditors) or employees of the Company, or of any other company which is its holding company or in which the company or such holding company or any of the predecessors of the Company or of such holding company has any interest (whether direct or indirect) or which is in any way allied to, or associated with, the Company, or to any subsidiary undertaking of the Company, or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company, or of any other such company or subsidiary undertaking, are interested including, without limitation, insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any other such company, subsidiary undertaking or pension fund. No Director or former Director shall be accountable to the Company or its members for any benefit provided pursuant to this Article 35.2 and the receipt of such benefit shall not disqualify any person from being or becoming a Director of the Company.

**36. Executive Directors**

36.1 The Board may from time to time appoint one or more of its body to be an Executive Director for such period (subject to the provisions of the Companies Acts) and upon

such terms as the Board may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between them and the Company that may be involved in such revocation or termination.

- 36.2 An Executive Director shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and either in addition to or in lieu of their remuneration as a Director.
- 36.3 The Board may from time to time appoint any person to any office or employment having a designation or title including the word "Director" or attach to any existing office or employment with the Company such a designation or title and may at any time determine any such appointment or the use of any such designation or title. The inclusion of the word "Director" in the designation or title of any such office or employment with the Company shall not imply that the holder thereof is a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these Articles.

37. **Disqualification of Directors**

- 37.1 Without prejudice to the other provisions of these Articles, the office of a Director shall be vacated in any of the events following, namely if:
- (A) (not being an Executive Director whose contract of service precludes resignation) they resign their office by notice in writing delivered to the Office or tendered at a meeting of the Board;
  - (B) a registered medical practitioner who has examined them gives a written opinion to the Company stating that they have become physically or mentally incapable of acting as a director and may remain so for more than three months, and the Board resolves that their office be vacated;
  - (C) they are absent from meetings of the Board (whether or not an alternate Director appointed by them attends) for 12 consecutive months without the Board's permission and the Board resolves that their office is vacated;
  - (D) they present a petition for their own bankruptcy, they are adjudged bankrupt, they issue proposals to creditors for any arrangement or composition (whether as a voluntary arrangement under the Insolvency Act 1986 or otherwise) they make any other arrangement or composition with creditors or they apply for an order for protection from their creditors;
  - (E) he becomes prohibited by law from being a Director;
  - (F) he ceases to be a Director by virtue of the Companies Acts or is removed from office pursuant to these Articles;
  - (G) he is requested to resign by a notice in writing delivered to the Office or tendered at a meeting of the Board signed or executed by all of the other Directors (not being less than two in number) and, for this purpose, like notices

each signed or executed by a Director shall be as effective as a single notice signed or executed by a number of Directors;

- (H) being a Director holding an executive office, they are dismissed from such office;
- (I) he is convicted of an indictable offence and the Directors shall resolve that it is undesirable in the interests of the Company that they remain a Director; or
- (J) his conduct (whether or not concerning the affairs of the Company) is the subject of an investigation by an inspector appointed by the Secretary of State or by the Serious Fraud Office and the Directors resolve that it is undesirable in the interests of the Company that they remain a Director.

### 38. **Retirement of Directors**

38.1 At each annual general meeting every Director who held office on the date seven days before the date of notice of the annual general meeting shall retire from office.

38.2 If the Company does not fill the vacancy at the meeting at which a Director retires, the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost.

38.3 No person other than a retiring director shall be appointed a director at any general meeting unless:

- (A) the person is recommended by the Board; or
- (B) not less than seven nor more than 42 days before the date appointed for the meeting, notice by a Member qualified to vote at the meeting (not being the person to be proposed) has been received by the Company of the intention to propose that person for appointment stating the particulars which would, if they were so appointed, be required to be included in the Company's register of directors, together with notice by that person of their willingness to be appointed.

38.4 If:

- (A) any resolution or resolutions for the appointment or re-appointment of the persons eligible for appointment or re-appointment as directors are put to the annual general meeting and lost, and
- (B) at the end of that meeting the number of directors is fewer than any minimum number of directors required under Article 32.1,

all retiring Directors who stood for re-appointment at that meeting (in this Article called the "Retiring Directors") shall be deemed to have been re-appointed as Directors and shall remain in office, but the Retiring Directors may only:

- (C) act for the purpose of filling vacancies and convening general meetings of the Company; and

(D) perform such duties as are appropriate to maintain the Company as a going concern and to comply with the Company's legal and regulatory obligations, but not for any other purpose.

- 38.5 The Retiring Directors shall convene a general meeting as soon as reasonably practicable following the annual general meeting referred to in Article 38.4, and they shall retire from office at that meeting. If at the end of any meeting convened under this Article the number of directors is fewer than any minimum number of directors required under Article 32.1, the provisions of Article 38.4 and this Article shall also apply to that meeting.
- 38.6 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. The appointment of a person to fill a vacancy or as an additional Director shall take effect from the end of the meeting.
- 38.7 The Board may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director and in either case whether or not for a fixed term provided that the appointment does not cause the number of Directors to exceed the number, if any, fixed by or in accordance with these Articles as the maximum number of Directors.
- 38.8 A director who retires at an annual general meeting may, if willing to act, be re-appointed. If they are not re-appointed, they shall, unless Article 38.4 applies, retain office until the meeting appoints someone in their place, or if it does not do so, until the end of the meeting.

39. **Alternate Directors**

- 39.1 Each Director shall have the power to appoint any person to be their alternate Director and may at their discretion remove such alternate Director. If such alternate Director is not another Director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved. Any appointment or removal of an alternate Director shall be effected by notice in writing signed or executed by the appointor and delivered to the Office or tendered at a meeting of the Board, or in any other manner approved by the Board. An alternate Director shall, if their appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but to the exclusion of, the Director appointing them and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing them is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of their appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if they were a Director.
- 39.2 Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for their acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent, mutatis mutandis, as if they were a Director but shall not be entitled to receive from the Company any remuneration in their

capacity as an alternate Director except only such part (if any) of the remuneration otherwise payable to the Director appointing them as such Director may by notice in writing to the Company from time to time direct.

- 39.3 Every person acting as an alternate Director shall have one vote for each Director for whom they act as alternate (in addition to their own vote if they are also a Director). The signature or execution of an alternate Director to any resolution in writing of the Board shall, unless the notice of their appointment provides to the contrary, be as effective as the signature or execution of their appointor.
- 39.4 An alternate Director shall cease automatically to be an alternate Director if their appointor ceases for any reason to be a Director (provided that, if at any meeting any Director retires but is reappointed, or is deemed to be reappointed, at the same meeting, any appointment made by them pursuant to this Article which was in force immediately before their retirement shall remain in force as though they had not retired), or if their appointor removes them by notice to the Company or on the happening of any event which, if they are or were a director, causes or would cause them to vacate that office.

40. **Directors' interests**

- 40.1 The Board may, in accordance with these Articles, authorise a matter proposed to it which would, if not authorised, involve a breach by a Director of their duty under section 175 of the 2006 Act to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the Company's interests.
- 40.2 A matter referred to in Article 40.1 is proposed to the Board by its being submitted:
- (A) in writing for consideration at a meeting of the Board or for the authorisation of the Board by resolution in writing; and
  - (B) in accordance with the Board's normal procedures or in such other manner as the Board may approve.
- 40.3 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 40.4 An authorisation referred to in Article 40.1 is effective only if:
- (A) it is given in accordance with the requirements of the 2006 Act;
  - (B) in the case of an authorisation given at a meeting of the Board, subject to Article 40.12:
    - (1) any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other Director who has a direct or indirect interest in the matter being authorised (each such other Director being an "Other Interested Director"); and
    - (2) the matter has been agreed to without the Director in question or any Other Interested Director voting or would have been agreed to if their votes had not been counted; and

- (C) in the case of an authorisation given by resolution in writing:
  - (1) the resolution is signed or executed in accordance with Article 43.11 by all the Directors; and
  - (2) the number of Directors that sign or execute the resolution (disregarding the Director in question and any Other Interested Director) is not less than the number required to form a quorum.

40.5 The Board may:

- (A) authorise a matter pursuant to Article 40.1 on such terms and for such duration, or impose such limits or conditions on it, as it may decide; and
- (B) vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it.

40.6 Any terms, limits or conditions imposed by the Board in respect of its authorisation of a Director's conflict of interest or possible conflict of interest, including (without limitation) an authorisation given pursuant to Article 40.1 may provide (without limitation) that:

- (A) if the relevant Director has (other than through their position as Director) information in relation to the relevant matter in respect of which they owe a duty of confidentiality to another person, they are not obliged to disclose that information to the Company or to use or apply it in performing their duties as a Director;
- (B) the Director is to be excluded from discussions in relation to the relevant matter whether at a meeting of the Board or any committee or sub-committee of the Board or otherwise;
- (C) the Director is not to be given any documents or other information in relation to the relevant matter; and
- (D) the Director may or may not vote (or may or may not be counted in the quorum) at a meeting of the Board or any committee or sub-committee of the Board in relation to any resolution relating to the relevant matter.

40.7 A Director does not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the 2006 Act if they act in accordance with such terms, limits and conditions (if any) as the Board imposes in respect of its authorisation of the Director's conflict of interest or possible conflict of interest including (without limitation) an authorisation given pursuant to Article 40.1.

40.8 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company or the Members for any remuneration, profit or other benefit realised by or which they derive from or in connection with any contract, arrangement or relationship involving a conflict of interest which has been authorised by the Board, including (without limitation) pursuant to Article 40.1, or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation).

- 40.9 If they have disclosed to the Board the nature and extent of their interest to the extent required by the 2006 Act, a Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company or the Members for any additional remuneration, profit or other benefit realised by or which they derive from or in connection with:
- (A) being a party to, or otherwise interested in, any contract, transaction or arrangement with:
    - (1) the Company or in which the Company is interested; or
    - (2) a body corporate promoted by the Company or in which the Company is otherwise interested;
  - (B) acting (otherwise than as Auditor) alone or through their organisation in a professional capacity for the Company (and they or that organisation is entitled to remuneration for professional services as if they were not a Director); or
  - (C) being a director or other officer of, or employed by, or otherwise interested in, a body corporate promoted by the Company or in which the Company is otherwise interested or as regards which it has any power of appointment. The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of the appointment of the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company.
- 40.10 A Director's receipt of any remuneration, profit or other benefit referred to in Article 40.8 or 40.9 does not constitute an infringement of their duty under section 176 of the 2006 Act.
- 40.11 A transaction or arrangement referred to in Article 40.8 or 40.9 is not liable to be avoided on the ground of any remuneration, profit, benefit or interest referred to therein.
- 40.12 Where arrangements are under consideration by the Board concerning the appointment (including the arrangement or variation of the terms thereof, or the termination thereof) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director and in such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning their own appointment (or the arrangement or variation of the terms thereof, or the termination thereof) and except (in the case of an office or place of profit with any such other company as aforesaid) where the other company is a company in which the Director owns one per cent. or more within the meaning of Article 40.17.
- 40.13 Subject to the provisions of the Companies Acts and to the other provisions of this Article 40, no Director or proposed or intending Director shall be disqualified by such office from contracting with the Company, either with regard to their tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall

any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided.

40.14 A Director who is in any way, whether directly or indirectly, interested in any transaction with the Company shall declare the nature of their interest at a meeting of the Board in accordance with the Companies Acts. For the purposes of this Article 40.14 a general notice to the Board by a Director to the effect that:

- (A) he is a member of a specified company or firm and is to be regarded as interested in any transaction which may after the date of the notice be made with that company or firm; or
- (B) he is to be regarded as interested in any transaction which may after the date of the notice be made with a specified person who is connected with them within the meaning of the Companies Acts,

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such transaction; provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director giving the same takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

40.15 An interest of a person who is connected (within the meaning of section 252 of the 2006 Act) with a Director shall be treated as an interest of the Director but an interest (whether of their or of a connected person) of which the Director has no knowledge and which it is unreasonable to expect them to have knowledge shall not be treated as an interest of his.

40.16 Subject to the provisions of the Companies Acts and in the absence of some other material interest, the provisions of Article 40.4(B) shall not apply to any of the following matters namely:

- (A) any transaction for giving to a Director any guarantee, security or indemnity in respect of money lent by them or obligations undertaken by them for the benefit of the Company or any of its subsidiary undertakings;
- (B) any transaction for the giving by the Company or any of its subsidiary undertakings of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings in respect of which a Director has himself given an indemnity or that they have guaranteed or secured in whole or in part;
- (C) any transaction whereby a Director is to subscribe for shares, debentures or other securities of the Company or any of its subsidiaries issued or to be issued pursuant to any offer or invitation to Members or debenture holders of the Company or any class thereof or to the public or any section thereof, or to underwrite or sub-underwrite any such shares, debentures or other securities;
- (D) any transaction in which a Director is interested by virtue of their interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;
- (E) any transaction concerning any other company (not being a company in which a Director owns one per cent. or more within the meaning of Article 40.17) in



which they are interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;

- (F) any transaction concerning the adoption, modification or operation of a superannuation fund or retirement, death or disability benefits scheme that relates both to Directors and employees of the Company or of any of its subsidiaries and that does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such scheme or fund relates;
- (G) any transaction concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors, provided that for the purposes of this sub-paragraph insurance shall mean only insurance which the Company is empowered to purchase and/or maintain for or for the benefit of a Director or any group of persons consisting of or including Directors pursuant to Article 35.2;
- (H) any transaction involving the adoption of an arrangement for the benefit of employees of the Company or of any of its subsidiaries under which the Directors benefit in a similar manner to the employees and that does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such arrangement relates (including, without limitation, any Savings Related Share Option Scheme or Profit Sharing Scheme operated by the Company and approved by HM Revenue & Customs under the Income and Corporation Taxes Act 1988); and
- (I) (save in relation to any matter concerning or directly affecting their own participation therein) any transaction involving the adoption or modification of any share option or share incentive scheme of the Company.

40.17 A company shall be deemed to be a company in which a Director owns one per cent or more if and so long as (but only if and so long as) the Director together with any person connected with them within the meaning of the Companies Acts (a "connected person") is (either directly or indirectly) the holder of or beneficially interested in one per cent. or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For the purpose of this Article 40.17 there shall be disregarded any shares held by a Director or connected person as bare or custodian trustee and in which they have no beneficial interest, any shares comprised in a trust in which the interest of the Director or connected person is in reversion or remainder if and so long as some other person is entitled to receive the income thereof and any shares comprised in an authorised unit trust scheme in which the Director or connected person is interested only as a unit holder.

40.18 Where a company in which a Director holds one per cent. or more is materially interested in a transaction then that Director shall also be deemed to be materially interested in such transaction.

40.19 If any question shall arise at any meeting of the Board as to the materiality of the interest or possible conflict of a Director or as to the entitlement of any Director to vote or be counted in the quorum and such question is not resolved by their voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be decided by a resolution of the Board (for which purpose such Director shall be

counted in the quorum but shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest or possible conflict of such Director as known to such Director has not been fairly disclosed to the Board.

- 40.20 Subject to the provisions of the Companies Acts the Company may by ordinary resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.
- 40.21 The word "transaction" in this Article shall include any actual or proposed transaction, contract, arrangement or agreement.

**41. Powers and duties of the Board**

- 41.1 The business of the Company shall be managed by the Board, which may exercise all such powers of the Company as are not by the Companies Acts or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Companies Acts and these Articles and to any directions given by the Company in general meeting by special resolution. No alteration of these Articles and no special resolution shall invalidate any prior act of the Board that would have been valid if that alteration had not been made or that resolution had not been passed. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 41.2 The Board may establish local or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local or divisional boards, or any managers or agents, and may fix their remuneration. The Board may delegate to any such local or divisional board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board and may also give power to sub-delegate and may authorise the members of any such local or divisional board or any of them to fill any vacancies therein (and to act notwithstanding vacancies) and to fix their own remuneration. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person appointed as aforesaid and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.
- 41.3 The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under the provisions of these Articles) and for such period and subject to such conditions and upon such terms (including terms as to remuneration) as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. The Board may remove any person appointed under this Article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation, shall be affected by it. The power to delegate contained in this Article 41.3 shall be effective in relation

to the powers, authorities and discretions of the Board 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 Board or a committee authorised by the Board.

- 41.4 The Board may entrust to and confer upon any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit (with power to sub-delegate) and either collaterally with, or to the exclusion of, its own powers and may, from time to time, revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby. The power to delegate contained in this Article 41.4 shall be effective in relation to the powers, authorities and discretions of the Board 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 Board or a committee authorised by the Board.
- 41.5 Subject to the provisions of the Companies Acts the Company may keep an overseas or local or other register in any place and the Board may make and vary such regulations as it may think fit in respect of the keeping of any such register.
- 41.6 All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
- 41.7 The Board shall cause minutes or records to be made in books or any computerised or other information retrieval system provided for the purpose:
- (A) of all appointments of officers made by the Board;
  - (B) of the names of the Directors present at each meeting of the Board or committee of the Board; and
  - (C) of all resolutions and proceedings at all meetings of the Company, of the holders of any class of shares in the Company, of the Board and of any committee of the Board.
- 41.8 The Board may exercise all the powers of the Company to:
- (A) pay, provide, arrange or procure the grant of pensions or other retirement benefits, death, disability or sickness benefits, health, accident and other insurances or other such benefits, allowances, gratuities or insurances, including in relation to the termination of employment, to or for the benefit of any person who is or has been at any time a Director of the Company or in the employment or service of the Company or of any body corporate which is or was associated with the Company or of the predecessors in business of the Company or any such associated body corporate, or the relatives or dependants of any such person. For that purpose the Board may procure the establishment and maintenance of, or participation in, or contribution to, any pension fund, scheme or arrangement and the payment of any insurance premiums;

- (B) establish, maintain, adopt and enable participation in any profit sharing or incentive scheme including shares, share options or cash or any similar schemes for the benefit of any Director or employee of the Company or of any associated body corporate, and to lend money to any such Director or employee or to trustees on their behalf to enable any such schemes to be established, maintained or adopted; and
- (C) support and subscribe to any institution or association which may be for the benefit of the Company or of any associated body corporate or any Directors or employees of the Company or associated body corporate or their relatives or dependants or connected with any town or place where the Company or an associated body corporate carries on business, and to support and subscribe to any charitable or public object whatsoever.

41.9 A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

#### 42. **Borrowing powers**

42.1 Subject to Article 42.2 and to the provisions of the Companies Acts the Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

42.2 The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (but as regards subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Board can secure) that the aggregate principal amount from time to time outstanding of all borrowings by the Group (exclusive of borrowings owing by one member of the Group to another member of the Group, other than amounts to be taken into account under Article 42.4(D)) shall not, without the previous sanction of an ordinary resolution of the Company, at any time exceed the greater of (i) £100 million (ii) 6 times the Consolidated EBITDA as extracted from the most recent audited consolidated accounts and (iii) 6 times the Consolidated EBITDA as extracted from the penultimate audited accounts. For the purposes of this Article 42.2 "Consolidated EBITDA" means the consolidated earnings of the Company and its subsidiaries before interest, taxation, depreciation and amortisation, and the following provisions of Article 42 shall apply in relation to the interpretation of this Article 42.2.

42.3 "**Borrowings**" shall be deemed to include not only borrowings but also the following, except in so far as otherwise taken into account:

- (1) the nominal amount of any issued share capital and the principal amount of any debentures or borrowed moneys, the beneficial interest in which, or the right to repayment of which, is not for the time being owned by a member of the Group or of any other body (whether

corporate or unincorporated) and the payment or repayment of which is the subject of a guarantee or indemnity by a member of the Group;

- (2) the principal amount for the time being outstanding of any debenture (whether secured or unsecured) of a member of the Group owned otherwise than by a member of the Group;
- (3) the principal amount raised by any member of the Group by acceptances under any acceptance credit opened on its behalf and in its favour by any bank or accepting house, other than acceptances in respect of the purchase and sale of goods or the provision of services in the ordinary course of business which are outstanding for six months or less;
- (4) the nominal amount of any share capital and the principal amount of any debenture or borrowings of any person to the extent that the payment, redemption or repayment thereof is the subject of a guarantee, indemnity or security given by a member of the Group but excluding any share capital which is for the time being beneficially owned by, or any such borrowings which are for the time being owed to, a member of the Group or which any such member may be required to purchase;
- (5) the nominal amount of any share capital (other than equity share capital) of any subsidiary undertaking of the Company which is owned otherwise than by any member of the Group;
- (6) any fixed or minimum premium payable on final redemption or repayment of any debentures, share capital or other borrowings or other sums to be treated as borrowings;
- (7) any amount in respect of a finance lease payable by any member of the Group which would be shown as being so payable in a balance sheet prepared in accordance with the accounting principles used in the preparation of the Latest Balance Sheet and for these purposes a "finance lease" means a contract between a lessor and a member of the Group as lessee or sub-lessee where substantially all the risks and rewards of ownership of the asset leased or sub-leased are to be borne by the lessee or sub-lessee;
- (8) any part of the purchase price of any asset acquired by any member of the Group, the payment of which has been deferred beyond the date of the transfer of the legal title to such assets, or for longer than six months after the date upon which the contract for such purchase is entered into or becomes unconditional,  
  
but shall be deemed not to include:
  - (9) borrowings for the purpose of financing any contract in respect of which any part of the price receivable by a member of the Group is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade and Industry, or by any other Governmental department agency or body or by a person (other than a member of the

Group) carrying on the business of providing credit insurance, up to an amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured;

- (10) amounts borrowed or raised that are for the time being deposited with H.M. Customs and Excise or any other body designated by any relevant legislation or order in connection with import deposits or any similar governmental scheme to the extent that a member of the Group retains its interest therein;
- (11) until six months after the acquisition of a subsidiary undertaking by the Company after the date of the Latest Balance Sheet the borrowings of that undertaking, to the extent that the amount of those borrowings do not exceed the amount thereof immediately after it became such a subsidiary undertaking;
- (12) for the period of six months after the acquisition by any member of the Group of any asset, the borrowings secured on the asset at the time of such acquisition;
- (13) any guarantee, indemnity or security given by any member of the Group in respect of any amount or obligation deemed not to be borrowings for the purposes of this Article;
- (14) any amount payable under any hire purchase agreement, credit sale agreement, operating lease or similar agreement which is not a finance lease;
- (15) borrowings incurred by any member of the Group for the purpose of repaying, within six months of the borrowing, all or any part of any borrowing made by it or another member of the Group, pending their application for such repayment within such period.

42.4 For the purposes of ascertaining the aggregate principal amount of borrowings required to be taken into account for the purposes of this Article 42:

- (A) such aggregate principal amount of such borrowings shall in all cases be the amount the Company or the relevant subsidiary undertaking is contractually required to repay or is otherwise owing in respect of the nominal or principal amount thereof, including any fixed or minimum premium payable on final repayment or redemption and not such other lower or higher amount which appears in, or is taken into account for the purposes of preparing the Latest Balance Sheet;
- (B) any borrowing denominated or repayable, or any cash deposited, in a currency other than sterling shall:
  - (1) with the exception of excepted foreign currency borrowings, be converted into sterling at the rate of exchange in London at the close of business on the last business day before the date upon which the calculation is made or, if it would result in a lower figure, at the rate of exchange in London at the close of business as at the date of the Latest Balance Sheet and for these purposes the rate of exchange in London

shall be taken as the spot rate quoted by a London clearing bank selected by the Board for the conversion into sterling of the amount of foreign currency concerned; and

- (2) in the case of any excepted currency borrowings be converted into sterling at the rate of exchange applicable to such borrowings on their repayment to the extent that such rate is fixed under the scheme, contract or arrangement under which the borrowing arises, provided that to the extent that it is not possible to determine such rate, such borrowings shall be converted into sterling on such basis as may be agreed with, or determined by, the auditors.

and "Excepted Foreign Currency Borrowings" means borrowings denominated or repayable in a currency other than sterling which have the benefit of an HM Treasury Exchange cover scheme, forward currency contract, currency option, back-to-back loan, swap or other arrangement taken out or entered into to reduce the risk associated with fluctuations in exchange rates.

- (C) if moneys are borrowed or debentures or shares are issued on terms that they may be repayable or redeemable (or that any member of the Group may be required to purchase them) earlier than their final maturity date (whether by the exercise of an option on the part of the issuer or the creditor (or a trustee for the creditor) or the shareholder, by reason of a default or for any other reason) at a premium or discount to their nominal or principal amount then there shall be taken into account the amount (or the greater or greatest of two or more alternative amounts) which would, if those circumstances occurred, be payable on such repayment, redemption or purchase at the date as at which the calculation is being made;
- (D) moneys borrowed by a partly-owned subsidiary undertaking and not owing to another member of the Group shall be taken into account subject to the exclusion of a proportion thereof equal to the "relevant proportion" and moneys borrowed and owing to a partly-owned subsidiary undertaking by another member of the Group shall be taken into account to the extent of a proportion thereof equal to the "relevant proportion"; for the purposes of this paragraph "relevant proportion" shall mean the proportion of the issued equity share capital of such partly-owned subsidiary undertaking which is not attributable (directly or indirectly) to the Company; and
- (E) no amount shall be taken into account more than once in any calculation of moneys borrowed.

42.5 For the purposes of this Article 42:

- (A) "the Latest Balance Sheet" shall mean the audited balance sheet of the Company last prepared for the purposes of the Companies Acts at the time the calculation falls to be made unless at the date of the then latest such balance sheet there shall have been prepared and audited for such purposes a consolidated balance sheet of the Company and its subsidiary undertakings (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Companies Acts) and in the latter event "the Latest Balance Sheet" shall mean such audited consolidated

balance sheet of the Company and such subsidiary undertakings; and the references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiary undertakings;

- (B) the Company may from time to time change the accounting policies employed for the purpose of preparing the audited balance sheet, provided that any new policy adopted complies with the requirements of the Companies Acts: if the Company should prepare its main audited balance sheet on the basis of one such policy, but a supplementary audited balance sheet or statement on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet for the purposes of this Article 42;
- (C) the "Group" shall mean the Company and its subsidiary undertakings (if any) and a member of the Group shall mean the Company and each of such undertakings;
- (D) there shall be offset against the amount of any borrowings any amounts beneficially owned by a member of the Group which represent the value of cash deposited and would be shown as a current asset in a balance sheet prepared in accordance with the accounting principles used in the preparation of the Latest Balance Sheet, subject, in the case of any such amounts which are beneficially owned by a partly owned subsidiary undertaking, to the exclusion of a proportion thereof equal to the "relevant proportion" (as defined in Article 42.4(D)). For this purpose "cash deposited" means an amount equal to the aggregate for the time being of all cash deposits with any bank or other person (not being a Group company), the realisable value of any certificates issued by governments and companies and other readily realisable deposits;
- (E) the Company shall not be in breach of the borrowing limit where such limit is exceeded only as the result of any fluctuation or change in rates of exchange, provided that such excess does not continue for longer than six months after the Board became aware of such fluctuation or change;
- (F) if as a result of any change in legislation relating to or affecting taxation matters, any amount payable by any member of the Group in respect of any finance lease shall increase, and as a result the borrowing limit is exceeded, such excess shall be disregarded until the expiration of a period of six months after the date the Board becomes aware of such excess; and
- (G) a certificate or report by the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article. Notwithstanding any other provision of this Article the Directors may act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves at any time and, if in consequence, the limit contained in this Article is inadvertently exceeded, an amount of borrowings equal to the excess may be disregarded until the expiration of three months after the date on which, by reason of a determination of the Auditors or



otherwise, the Directors become aware that the said limit has been inadvertently exceeded as aforesaid.

42.6 Notwithstanding the foregoing no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article 42 is observed and no borrowing incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the borrowing was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

43. **Proceedings of the Board**

43.1 Subject to the provisions of these Articles the Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chair of the meeting shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Board meeting.

43.2 Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to them personally or by word of mouth or sent to them in writing at their last known address or any other address given by them to the Company for this purpose or by Electronic Communication. A Director for the time being absent from the United Kingdom shall be treated as having waived their entitlement to receive notices of Board meetings held, during their absence unless they shall, prior to the relevant meeting, have given the Company notice of an address (whether for the purpose of Electronic Communications or otherwise) specified by them for the purpose, but any such notices of meeting given need not be given any earlier than notices given to Directors not so absent. A Director may otherwise waive notice of any meeting either prospectively or retrospectively.

43.3 The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two. Subject to the provisions of these Articles any Director who ceases to be a Director at a Board meeting may continue to be present, to act as a Director and be counted in the quorum, until the termination of the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

43.4 A Director shall be treated as present in person at a meeting of the Board or of any committee of the Board if they are in communication with the meeting by conference telephone or other communication equipment permitting those attending the meeting to hear one another (or otherwise receive real time communications from each other). A Director taking part in a meeting by telephone or such other communication equipment shall be counted in the quorum of the meeting and shall be entitled to vote thereat. A meeting of the Directors or of any committee of the Board to which this Article applies shall be deemed to take place where the majority of those participating is assembled or, if there is no majority, at the place where the chair of the meeting is present.

43.5 The continuing Directors, or a sole continuing Director, may act notwithstanding any vacancy in the Board. If, and so long as, the number of Directors is reduced below any minimum number fixed by, or in accordance with these Articles, the continuing

Directors, or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum, or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company, but not for any other purpose. If there are no Directors able or willing to act, any two Members may summon a general meeting for the purpose of appointing Directors.

- 43.6 The Board may appoint a chair and one or more deputy chairmen of its meetings and determine the period for which they are respectively to hold such offices and may at any time remove them from such offices. If no such chair or deputy chair is appointed, or if at any meeting neither the chair nor any deputy chair is present within five minutes after the time appointed for holding the same and willing to act, the Directors present may appoint one of their number to be chair of the meeting.
- 43.7 A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
- 43.8 The Board may delegate such of its powers, authorities or discretions (with power to sub-delegate) as it may think fit to committees consisting of one or more members of the Board and (if thought fit) one or more other persons co-opted as hereinafter provided. The powers, authorities or discretions so delegated shall include, without limitation, all powers, authorities or discretions which relate, or may relate, to the payment of remuneration to or the conferring of any other benefit on, any member of the Board or persons co-opted to any committee of the Board, as hereinafter provided. Any committee so formed shall, in the exercise of the powers, authorities or discretions so delegated, conform to any regulations that may from time to time be imposed by the Board. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee but so that:
- (A) the number of co-opted members shall be less than one-half of the total number of members of the committee;
  - (B) no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors; and
  - (C) the chair of each committee shall be a Director and in the case of any equality of votes the chair of the committee shall have a second or casting vote.

Insofar as any power, authority or discretion is delegated to a committee in accordance with this Article, any reference in these Articles to the exercise by the Board of the power, authority or discretion so delegated shall be read and construed as if it were a reference to the exercise by such committee.

- 43.9 The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally. It 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 Board or by a committee authorised by the Board.

- 43.10 The meetings and proceedings of any committee consisting of two or more persons shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable.
- 43.11 A resolution in writing signed or executed or approved by letter, telegram, facsimile, telex or other form of electronic communication by all the Directors entitled to vote on that resolution (or their duly appointed alternates), provided that number is sufficient to constitute a quorum or by all the members of a committee entitled to vote on that resolution (or the duly appointed alternate of a Director who is a member of such committee), provided as aforesaid shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed or executed by one or more of the Directors or members of the committee concerned.
- 43.12 All acts done by the Board or by any committee or by any person acting as a Director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board, or such committee, or person acting as aforesaid, or that they, or any of them, were disqualified, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee and had been entitled to vote.

44. **Secretary**

- 44.1 Subject to the provisions of the Companies Acts, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit and any Secretary so appointed may be removed by the Board (without prejudice to any claim for damages for breach of any contract between them and the company).

45. **The seals**

- 45.1 The Board shall provide for the safe custody of every Seal. A Seal shall only be used by the authority of the Board. Subject as otherwise provided in these Articles, any instrument to which the common seal is affixed shall be attested by one or more Directors and either a person duly authorised in that behalf by the Board or the Secretary, or by two or more Directors, and any instrument to which an official seal is affixed need not, unless the Board for the time being otherwise determines or the law otherwise requires, be attested by any person.
- 45.2 The Company may exercise all the powers conferred by the Companies Acts with regard to having official seals and such powers shall be vested in the Board.
- 45.3 The Board may resolve that the Company shall not have a Seal.
- 45.4 Where the Companies Acts so permit, any instrument or document attested by one Director and the Secretary or by two Directors or by one Director in the presence of a witness who attests the attestation and expressed (using any form of words) to be executed by the Company shall have the same effect as if executed under a Seal, provided that no instrument or document which makes it clear on its face that it is intended to have effect as a deed shall be so attested without the authority of the

Directors or a duly authorised committee thereof. Any such instrument or document to be executed by the Company may have attestations affixed autographically.

- 45.5 An instrument or document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of it having been executed by the Company.

46. **Authentication of documents**

- 46.1 Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the holders of any class of shares of the Company or the Board and any books, records, documents and accounts relating to the business of the Company and to certify copies thereof, or extracts therefrom, as true copies or extracts. A document purporting to be a copy of a resolution, or the minutes of or an extract from the minutes of a meeting of the Company, or the holders of any class of shares of the Company, or of the Board, that is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

47. **Dividends and other payments**

- 47.1 Subject to the provisions of the Companies Acts the Company may, by ordinary resolution from time to time declare dividends to be paid to the Members according to their rights and interests in the profits available for distribution, but no dividend shall be payable in respect of shares held by the Company in treasury. No dividend shall be declared in excess of the amount recommended by the Board.
- 47.2 Subject to the provisions of the Companies Acts insofar as, in the opinion of the Board, the profits of the Company justify such payments, the Board may pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly, or other, dates prescribed for the payment thereof and may also, from time to time, pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as it thinks fit. If the Board acts in good faith it shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of an interim dividend on any shares having non-preferred, or deferred, rights.
- 47.3 Unless, and to the extent that, the rights attached to any shares, or the terms of issue thereof, otherwise provide all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.
- 47.4 No dividend shall be paid otherwise than out of profits available for that purpose in accordance with the provisions of the Companies Acts.
- 47.5 Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide, dividends may be declared or paid in any currency. The Board may agree with

any Member that dividends which may, at any time, or from time to time, be declared, or become due, on their 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 any costs involved.

- 47.6 Subject to the provisions of the Companies Acts, where any asset, business or property is acquired by the Company as from a past date, the profits and losses arising therefrom as from such date may, at the discretion of the Board, in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may, at the discretion of the Board, be treated as revenue and it shall not be obligatory to capitalise the same or any part thereof.
- 47.7 The Board may retain any dividend (or part of a dividend) or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- 47.8 The Board may retain the dividends payable upon shares:
- (A) in respect of which any person is under the provisions as to the transmission of shares (herein before contained) entitled to become a Member; or
  - (B) that any person is (under the said provisions) entitled to transfer,
- until either such person shall become a Member in respect of such shares or, as appropriate, shall transfer the same.
- 47.9 No dividend or other moneys payable on, or in respect of, a share shall bear interest as against the Company, whatever the circumstances of the lateness of payment.
- 47.10 The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed or executed by the Member, or other person entitled on transmission, and delivered to the Company and if, or to the extent that, the same is accepted as such or acted upon by the Company.
- 47.11 The Company may, upon the recommendation of the Board, by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid up shares or debentures of any other company) and the Board shall give effect to such resolution. Where any difficulty arises in regard to such distribution the Board may settle the same as it thinks expedient. In particular the Board may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Board or may exercise the powers conferred by Article 49.2.
- 47.12 The Board may with the sanction of an ordinary resolution of the Company, in respect of any dividend declared or paid during such period as may be specified in that ordinary resolution, offer Members the right to elect to receive shares, credited as fully paid, in

whole, or in part, instead of cash. In those circumstances the following provisions shall apply:

- (A) the Directors may in their absolute discretion suspend or terminate (whether temporarily or otherwise) such right to elect and may do such things and acts as are necessary or expedient with regard to, or in order to effect, any such suspension or termination;
- (B) the entitlement of each Member to new shares shall be such that the relevant value thereof shall be as nearly as possible equal to (but not in excess of) the cash amount (disregarding any tax credit) that such members would have received by way of dividend. For this purpose "relevant value" shall be calculated by reference to the average of the middle market quotations for the shares of the Company on the London Stock Exchange, as derived from the London Stock Exchange Daily Official List, on each of the first five dealing days on which the shares are quoted "ex" the relevant dividend or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and, in giving such a certificate or report, the Auditors may rely on advice or information from brokers or other sources of information as they think fit;
- (C) the basis of allotment shall be such that no Member may receive a fraction of a share;
- (D) on, or as soon as practicable after, announcing that it is to declare or recommend any dividend, the Board, if it intends to offer an election in respect of the dividend, shall also announce that intention and, after determining the basis of the allotment, (if it decides to proceed with the offer) shall notify Members in writing of the right of election offered to them and shall send forms of election with, or following, such notification and shall specify the procedure to be followed and place at which and the latest date and time by which (being at least 21 days after the despatch of the notice), duly completed forms of election must be lodged in order to be effective;
- (E) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on shares in respect whereof the said election has been duly made (the "elected shares") and instead thereof additional shares shall be allotted to the holder of the elected shares on the basis of allotment determined as aforesaid. For such purpose the Board shall capitalise out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or any of the profits which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis;
- (F) the additional shares so allotted shall rank *pari passu* in all respects with the fully paid shares then in issue save only as regards participation in the relevant dividend;

- (G) the Board shall not proceed with any election unless the Company has sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined;
- (H) the Board may exclude from any offer any holders of shares where the Board believes that the making of the offer to them would or might involve the contravention of the laws of any territory, or that for any other reason the offer should not be made to them; and
- (I) the Board may also from time to time establish or vary a procedure for election mandates under which a Member may elect, in respect of future rights to elect offered to that Member under this Article, until the election mandate is revoked in accordance with the procedure.

47.13 Any dividend or other moneys payable in respect of a share may be paid (whether in sterling or foreign currency) by such method or combination of methods as the Board, in its absolute discretion, may decide. Different methods of payment may apply to different holders or groups of holders. Without limiting any other method of payment that the Board may decide, the Board may decide that payment shall be made wholly or partly:

- (A) by inter-bank transfer or by electronic means or by any other means to an account (of a type approved by the Board) nominated by the holder in writing or in such other manner as the Board may decide; or
- (B) in respect of an Uncertificated Share, by means of the Relevant System (subject to the facilities and requirements of the relevant systems); or
- (C) cheque or warrant or any similar financial instrument made payable to or to the order of the holder.

47.14 If the Board decides in accordance with Article 47.13 that more than one method of payment of a dividend or other moneys payable in respect of a share may be used to pay any holder or group of holders, the Company may notify the relevant holders:

- (A) of the methods of payment decided by the Board; and
- (B) that the holders may nominate one of these methods of payment in writing or in such other manner as the Board may decide;

and if any holder does not nominate a method of payment pursuant to paragraph (B) of this Article, the dividend or other moneys may be paid by such method as the Board may decide.

47.15 If the Board decides in accordance with Article 47.13 that only one method of payment of a dividend or other moneys payable in respect of a share may be used to pay any holder or group of holders, the Company may notify the relevant holders accordingly.

47.16 Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto on transmission, to any one of such persons) or to such person and such address as such Member or person or persons may in writing direct. Every such cheque or warrant shall be made payable to the order of the person

to whom it is sent or to such person as the holder or joint holders or person entitled on transmission may in writing direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company.

- 47.17 Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
- 47.18 In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means as the Board thinks fit and to or through such person as the holder or joint holders may in writing direct. If any such dividend or other sum is payable in respect of an Uncertificated Share and payment is to be made using a Relevant System, the Company shall comply with the requirements of and shall make payment by means of the Relevant System. The Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions or made payment by the correct use of a Relevant System.
- 47.19 If two or more persons are registered as joint holders of any share, or are entitled jointly to a share on transmission, the Company may:
- (A) pay any dividend or other moneys payable in respect of the share to any one of them and any one of them may give effectual receipt for that payment; and
  - (B) for the purposes of Article 47.13 and Article 47.14, rely in relation to the share on the written direction, designation or agreement of, or notice to the Company by, any one of them.
- 47.20 Any resolution declaring, paying or making a dividend, distribution, allotment or issue in respect of shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be paid or made to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be on or at any time before or after the date on which the resolution is passed, and thereupon the dividend, distribution, allotment or issue shall be receivable by them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend, distribution, allotment or issue of transferors and transferees of any such shares.
- 47.21 The Company may cease to send any cheque or warrant through the post or employ any other means of payment for any dividend payable on any shares, which is normally paid in that manner on those shares, if in respect of at least two consecutive dividends payable on those shares the cheques or warrants have been returned undelivered or remain uncashed or that means of payment has failed but, subject to the provisions of these Articles, the Company shall recommence sending cheques or warrants or employing such means in respect of dividends payable on those shares if the holder of the shares requests such recommencement in writing.
- 47.22 The payment by the Board of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date on which such dividend is payable shall be forfeited and shall revert to the Company.



48. **Reserves**

48.1 The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit. The Board may also, without placing the same to reserve, carry forward any profits that it may think it prudent not to distribute.

49. **Capitalisation of reserves and profits**

49.1 The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members or the Company, in the case of any shares held by it in treasury, who would be entitled thereto if it were distributed by way of dividend and such shares held in treasury ranked for dividend on the same basis as would have applied had they not been purchased by the Company and in the same proportions on the footing that the same be not paid in cash but be applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in payment up in full of shares, debentures or other obligations of the Company, to be allotted and distributed, credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution, provided that, for the purposes of this Article, a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in the paying up of shares to be allotted to such Members credited as fully paid up.

49.2 Where any difficulty arises in regard to any distribution under the last preceding Article or under Article 47.11 or 47.12 the Board may settle the same as it thinks expedient and, in particular, may issue fractional certificates or authorise any person to sell and transfer any fractions and arrange for the distribution of the net proceeds of sale in due proportion among the Members who would have been entitled to the fractions or, if permitted, for the retention of such net proceeds for the benefit of the Company, or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may resolve to ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign or execute on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

50. **Form of records**

50.1 Any register, index, minute book, or other book or accounting records required by these Articles or the Companies Acts to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In

any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.

- 50.2 The Board shall cause the Company to comply with the requirements of the Companies Acts with regard to the keeping of any registers and the inspection and production and furnishing of copies in such registers. The Board shall be entitled to charge such fee as is from time to time permitted under the Companies Acts for inspections and the production and furnishing of copies of such registers.

51. **Accounting records**

- 51.1 The Board shall cause the accounting records of the Company to be kept in accordance with the Companies Acts. The accounting records of the Company shall be kept at the Office or, subject to the provisions of the Companies Acts, at such other place or places as the Board may think fit and shall always be open to inspection by the officers of the Company. No Member (other than an officer of the Company) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or by ordinary resolution of the Company.

52. **Auditors**

- 52.1 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Companies Acts. An Auditor shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive and to be heard at any general meeting or upon any part of the business of the meeting which concerns them as Auditor.

53. **Service of notices and other documents**

- 53.1 Any notice or other document may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at their registered address as appearing in the Register or by delivering it to or leaving it at such registered address, addressed as aforesaid or, in the case of any notice or other document other than a share certificate or other document of title, by giving it using Electronic Communications to an Address for the time being notified to the Company by the Member. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.
- 53.2 Any Member described in the Register by an address not within the United Kingdom who shall, from time to time, give to the Company a postal address within the United Kingdom at which notices may be served upon them shall be entitled to have notices served upon them otherwise than by Electronic Communications at such address but, save as aforesaid, no Member other than a Member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.
- 53.3 Any information, notice or other document is validly sent or supplied by the Company to a person by being made available on a website if:

- (A) the person has agreed (generally or specifically) that the information, notice or document may be sent or supplied to them in that manner, or they are taken to have so agreed under Schedule 5 to the 2006 Act and, in either case, they have not revoked that agreement;
- (B) the Company has notified the intended recipient of:
  - (1) the presence of the information, notice or other document on the website;
  - (2) the address of the website;
  - (3) the place on the website where it may be accessed;
  - (4) how to access the information, notice or other document;
  - (5) any other information prescribed by the Companies Acts including, when the information comprises a notice of meeting, that fact, the place, date and time of the meeting and whether the meeting is an annual general meeting; and
- (C) the information, notice or other document is available on the website throughout the period specified by any applicable provision of the 2006 Act or, if no such period is specified, the period of 28 days starting on the date on which the notification referred to in Article 53.3(B) is sent to the relevant person.

53.4 Any such notice or other document, if sent by first class post, shall be deemed to have been served or delivered 48 hours after it was put in the post and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post. Proof that a notice or other document contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other document was given or sent. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left. Any notice or other document contained in an Electronic Communication shall be deemed to have been delivered at the expiration of 48 hours after it was sent.

53.5 Where any information, notice or document is sent or supplied by means of a website it is deemed to have been received by the recipient when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

53.6 Any notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless their name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the share. Such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

- 53.7 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom (or some part of the United Kingdom), the Company is unable effectively to convene a general meeting by notices sent through the post then, notwithstanding the availability of any other method of giving or delivering notices permitted by these Articles, a general meeting may be convened by a notice which appears on the Company's website and an announcement to a regulatory information service, complying with the notice period requirements set out in Article 26. In any such case the Company shall send confirmatory copies of the notice (or, as the case may be, the notification of the website notice) by post to those Members and Directors to whom notice (or notification) cannot be given by electronic means if at least six clear days before the meeting the posting of notices (and notifications) to addresses throughout the United Kingdom again becomes practicable.
- 53.8 Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter addressed to the Company, or to such officer, at the Office, or may be given using Electronic Communications to an Address for the time being notified for that purpose to the person giving the notice.
- 53.9 Any notice or other document may be served or delivered by the Company by reference to the Register as it stands at any time not more than 15 days before the date of despatch by the Company. No change in the Register after that time shall invalidate that service or delivery. Where any notice or other document is served on, or delivered to, any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document and shall be bound by such notice or document.
- 53.10 Nothing in any of the preceding Articles shall affect any requirement of the Companies Acts that any particular offer, notice or other document be served in any particular manner.
- 53.11 In calculating a period of hours for the purposes of this Article, it is immaterial whether a day is a working day (as defined in the 2006 Act) or not.

54. **Destruction of documents**

- 54.1 The Company may destroy:
- (A) any share certificate that has been cancelled at any time after the expiry of one year from the date of such cancellation;
  - (B) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification is recorded by the Company;
  - (C) any instrument of transfer of shares that has been registered at any time after the expiry of six years from the date of registration; and
  - (D) any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date on which an entry in the Register was first made in respect of it;

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:

- (1) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (2) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled; and
- (3) references in this Article to the destruction of any document include references to its disposal in any manner.

55. **Secrecy**

55.1 No Member or general meeting or other meeting of Members shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter that is or may be in the nature of a trade secret, mystery of trade or secret process, or that may relate to the conduct of the business of the Company that in the opinion of the Board it would be inexpedient in the interest of the Company to communicate to the public.

56. **Employees**

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

57. **Winding up**

57.1 The Board shall have power in the name and on behalf of the Company to present a petition to the Court for the Company to be wound up.

58. **Indemnity**

58.1 Subject to the provisions of, and so far as is permitted by and consistent with the Companies Acts, every present and former Director, Secretary or other officer of the Company may be indemnified out of the assets of the Company against (a) any liability incurred by or attaching to them in connection with any negligence, default, breach of duty or breach of trust by them in relation to the Company or any associated body (as defined in section 256 of the 2006 Act) (an "Associated Company") other than (i) any liability to the Company or any Associated Company and (ii) any liability of the kind referred to in sections 234(3) to (6) of the 2006 Act; and (b) any other liability incurred by or attaching to them in the actual or purported execution and/or discharge of their

duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with their duties, powers or office. Save as otherwise provided in Article 58.358.3, where a Director, Secretary or other officer of the Company is indemnified against any liability in accordance with this Article 58.1, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by them in relation thereto.

- 58.2 To the extent permitted by the law the Directors may arrange insurance cover at the cost of the Company in respect of any liability, loss or expenditure incurred by any Director, the Secretary or other officer of the Company in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as Director, Secretary or officer.
- 58.3 Subject to the provisions of, and so far as is permitted by and consistent with the Companies Acts, the Company (i) may provide a Director, Secretary or other officer of the Company (either directly or indirectly) with funds to meet expenditure incurred or to be incurred by them in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the 2006 Act and (ii) may do anything to enable a Director, the Secretary or other officer of the Company to avoid incurring such expenditure, but so that the terms set out in section 205(2) to (4) of the 2006 Act shall apply to any such provision of funds or other things done.