

No. 03458224

**Public Company Limited by Shares**

**Burberry Group plc**

**Articles of Association**

(Adopted on 16 July 2015)

**Company Limited by Shares**  
**Articles of Association**  
**of**  
**Burberry Group plc (the “Company”)**

(Adopted on 16 July 2015)

**Preliminary**

**1 Exclusion of other regulations**

No regulations set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or Articles of the Company.

**2 Interpretation**

In these Articles (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively.

<b>“Articles”</b>	These Articles of Association as from time to time altered.
<b>“Bank of England base rate”</b>	The base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
<b>“Business Day”</b>	A day (other than a Saturday or a Sunday) on which banks are open for business generally in the United Kingdom.
<b>“certificated share”</b>	A share which is not an uncertificated share and references in these Articles to a share being held in certificated form shall be construed accordingly.
<b>“Default Shares”</b>	Shares in respect of which a Statutory Notice has been served where no action has been taken in the 14 day period following the date on which the notice was served to supply the information required under that notice concerning the shares.
<b>“Direction Notice”</b>	A notice in writing from the Directors pursuant to Article 59.3.
<b>“Directors”</b>	The executive and non-executive directors of the Company who make up its board of directors (and “Director” means any one of them) or, where the context requires, the directors present at a meeting of the directors at which a quorum is present.
<b>“elected Ordinary Shares”</b>	Ordinary Shares in respect whereof a share election pursuant to Article 115 has been duly exercised and not revoked.
<b>“in writing”</b>	Shall include any method of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or otherwise. The expressions “electronic form” and “electronic means” shall have the same meanings given to

them in the Companies Act 2006.

<b>“month”</b>	Calendar month.
<b>“Office”</b>	The registered office of the Company for the time being.
<b>“Operator”</b>	Any person as may for the time being be approved by the Bank of England as Operator under the uncertificated securities rules.
<b>“Ordinary Shares”</b>	The Company’s Ordinary Shares of 0.05 pence each in the capital of the Company.
<b>“paid up”</b>	Paid up or credited as paid up.
<b>“participating security”</b>	A security, title to units of which is permitted by the Operator to be transferred by means of a relevant system.
<b>“Register”</b>	The register of members of the Company.
<b>“Seal”</b>	Any common or official seal that the Company may be permitted to have under the Statutes.
<b>“Statutes”</b>	Every statute, order, regulation or other subordinate legislation for the time being in force concerning companies and affecting the Company.
<b>“Statutory Notice”</b>	A notice served by the Company under the Statutes to a member or any other person appearing to be interested in shares requiring particulars of that member’s or person’s present or past interests in shares or the identity of that person.
<b>“Transfer Office”</b>	The place where the Register is situate for the time being.
<b>“the uncertificated securities rules”</b>	Any provision of the Statutes relating to the holding, evidencing of title to, or transfer of uncertificated shares and any legislation, rules or other arrangements made under or by virtue of such provision.
<b>“uncertificated share”</b>	A share which is at the relevant time a participating security, title to which is recorded on the Register as being held in uncertificated form and references in these Articles to a share being held in uncertificated form shall be construed accordingly.
<b>“United Kingdom”</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>“year”</b>	Calendar year.

The expression **“address”** shall include any number or address used for the purposes of sending or receiving documents or information by electronic means.

References to a document being **“signed”** or to **“signature”** include references to its being executed under hand or under seal or by any other method and, in the case of communication in electronic form, such references are to its being authenticated as specified by the Statutes.

The expressions “**debenture**” and “**debenture holder**” shall respectively include “**debenture stock**” and “**debenture stockholder**”.

The expressions “**recognised clearing house**” and “**recognised investment exchange**” shall mean any clearing house or investment exchange (as the case may be) granted recognition under the Financial Services and Markets Act 2000.

The expression “**Secretary**” shall include any person appointed by the Directors to perform any of the duties of the Secretary including, but not limited to, a joint, assistant or deputy Secretary.

The expressions “**parent undertaking**”, “**subsidiary undertaking**” and “**participating interest**” bear the same respective meanings as defined by the Statutes.

The expression “**officer**” shall include a Director, manager and the Secretary, but shall not include an auditor.

The expression “**shareholders’ meeting**” shall include both a General Meeting and a meeting of the holders of any class of shares of the Company.

All such of the provisions of these Articles as are applicable to paid-up shares shall apply to stock, and the words “**share**” and “**shareholder**” shall be construed accordingly.

Words denoting the singular shall include the plural and vice versa. Words denoting persons shall include bodies corporate and unincorporated associations.

Subject as aforesaid any words or expressions defined by the Statutes or the uncertificated securities rules in force when these Articles or any part of these Articles are adopted shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

### **3 Limited Liability**

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

## **Name**

### **4 Change of Name**

The Company may change its name by resolution of the Directors.

## **Shares**

### **5 Rights attaching to shares**

Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be offered, reclassified, allotted, dealt with or disposed of, or have an option granted over it, with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine) and subject to the provisions of the Statutes the Company may issue any shares which are, or at the option of the Company or the holder are liable, to be redeemed. Such rights and restrictions shall apply to the relevant shares as if the same were set out in these Articles.

## **6 Directors' power to allot**

Subject to the provisions of these Articles and of any resolution passed by the Company and without prejudice to any rights attached to existing shares, the Directors may offer, reclassify, allot, grant options over or otherwise deal with or dispose of shares in the Company to such persons, at such times and for such consideration as they may decide.

## **7 Commissions on issue of shares**

The Company may in connection with the issue of any shares or the sale for cash of treasury shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes. Any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in cash and partly in shares.

## **8 Renunciation of allotment**

The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder:

- (a) recognise a renunciation thereof by the allottee in favour of some other person and accord to any allottee of a share a right to effect such renunciation; and/or
- (b) allow the rights represented thereby to be one or more participating securities,

in each case upon and subject to such terms and conditions as the Directors may think fit to impose.

## **9 Trust etc. interests not recognised**

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 upon any trust and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, except the holder's absolute right to the entirety of the share.

# **Share Certificates**

## **10 Issue of share certificates**

Every person (except a person to whom the Company is not required by law to issue a certificate) whose name is entered in the Register in respect of shares in certificated form shall upon the allotment or transfer to the person of such shares be entitled, without payment, to a certificate for all those shares of any one class therefor within the time limits prescribed by the Statutes, or, if earlier, within any prescribed time limit or within a time specified when the shares were issued.

## **11 Form of share certificate**

Every share certificate shall be executed by the Company in such manner as the Directors (having regard to the terms of issue and any listing requirements) may decide (which may in the case of shares on a branch register include use of an official seal for use in the relevant territory) and shall specify the number and class and distinguishing numbers, if any, of shares to which it relates and the amount paid up thereon. The Directors may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates

need not be autographic but may be applied to the certificates by some mechanical or other means or may be printed on them or that the certificates need not be signed by any person. No certificate shall be issued representing shares of more than one class. Every share certificate sent in accordance with these Articles will be sent at the risk of the member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

## **12 Joint holders**

In the case of a share held jointly by several persons in certificated form the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.

## **13 Replacement of share certificates**

- 13.1** Any two or more certificates representing shares of any one class held by any member may at the request of the member be cancelled and a single new certificate for such shares issued in lieu without charge.
- 13.2** If any member shall surrender for cancellation a share certificate representing shares held by the member and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as the member may specify, the Directors may, if they think fit, comply with such request.
- 13.3** If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued to the holder upon request subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment (including in the circumstances of Articles 13.1 and 13.2) of any exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.
- 13.4** In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

## **Calls on Shares**

## **14 Power to make calls**

The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments.

## **15 Liability for calls**

Each member shall (subject to receiving at least 14 clear days' notice in writing specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on the member's shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be wholly or partly revoked or postponed as the Directors may determine. A person on whom a call is made shall remain liable for calls made on such person even if the shares in respect of which the call was made are subsequently transferred.

## **16 Interest on overdue amounts**

If a sum called in respect of a share is not 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 the rate fixed by the terms of issue of the share or in the notice of the call or, if no rate is fixed, at such rate (not exceeding the Bank of England base rate by more than five percentage points) as the Directors determine but the Directors shall be at liberty in their sole discretion in any case or cases to waive payment of such interest wholly or in part.

## **17 Other sums due on shares**

Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

## **18 Power to differentiate between holders**

The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.

## **19 Payment of calls in advance**

The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by the member and such payment in advance of calls shall extinguish *pro tanto* the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate as the member paying such sum and the Directors may agree not exceeding (unless the Company by Ordinary Resolution otherwise determines) the Bank of England base rate by more than five percentage points.

# **Forfeiture and Lien**

## **20 Notice on failure to pay a call**

- 20.1** If a member fails to pay the whole or any part of any call or instalment of a call on or before the due date for payment thereof, the Directors may at any time thereafter serve a notice in writing on the member requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment.
- 20.2** The notice shall name a further day (not being less than 14 clear days from the date of service 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 in accordance therewith the shares on which the call has been made will be liable to be forfeited.

## **21 Forfeiture for non-compliance**

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 and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. When a share has been forfeited, notice of the forfeiture shall be sent to the person who was the holder of the share before the forfeiture. Where the forfeited share is held in certificated form, an entry shall be made promptly in the Register opposite the entry of the share showing that notice has been sent, that the share has been forfeited and the date of forfeiture. No forfeiture shall be invalidated by the omission or neglect to send that notice or to make those entries. The Directors may accept a surrender of any share liable to be forfeited hereunder.

## **22 Disposal of forfeited shares**

A share so forfeited or surrendered shall become the property of the Company and (subject to the Statutes) may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposal the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only those rights and liabilities expressly saved by these Articles, or as are given or imposed in the case of past members by the Statutes.

## **23 Holder to remain liable despite forfeiture**

A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares (and shall, in the case of shares held in certificated form, surrender to the Company for cancellation the certificate for such shares) but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by the member to the Company in respect of the shares with interest thereon at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at such rate determined by the Directors (not exceeding the Bank of England base rate by more than five percentage points from the date of forfeiture or surrender until payment) and the Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal or waive payment in whole or in part.

## **24 Lien on partly-paid shares**

The Company shall have a first and paramount lien on every share (not being a fully-paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share and the Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article.



## **25 Sale of shares subject to lien**

The Company may sell in such manner as the Directors 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 and is not paid within 14 clear days after a notice in writing demanding payment of the sum presently payable and giving notice of intention to sell the share in default of payment shall have been given to the holder for the time being of the share or the person entitled thereto by reason of the holder's death or bankruptcy or otherwise by operation of law.

## **26 Proceeds of sale of shares subject to lien**

The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the amount in respect whereof the lien exists so far as the same is then payable and any residue shall, upon surrender (in the case of shares held in certificated form) to the Company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares prior to the sale, be paid to the person entitled to the shares at the time of the sale. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser.

## **27 Evidence of forfeiture**

A statutory declaration in writing that the declarant is a Director or the Secretary and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a 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. Such declaration shall (subject to the relevant share transfer being made, if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall not be bound to see to the application of the consideration (if any) nor shall such person's title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

## **Variation of Rights**

### **28 Manner of variation of rights**

**28.1** Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided in the terms of issue of the shares of that class), subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up.

**28.2** To every such separate meeting all the provisions of these Articles relating to General Meetings and to the proceedings thereat shall *mutatis mutandis* apply, except that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that at any adjourned meeting any holder of shares of the class present in person or by proxy whatever the amount of such person's holding shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by the holder.

- 28.3** The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

## **29 Matters not constituting variation of rights**

The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by (a) the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto, (b) the purchase or redemption by the Company of any of its own shares, or (c) the Company permitting in accordance with the uncertificated securities rules, the holding of and transfer of title to shares of that or any other class in uncertificated form by means of a relevant system.

## **Transfer of Shares**

### **30 Form of transfer**

- 30.1** Subject to such of the restrictions of these Articles as may be applicable:-

- (a) any member may transfer all or any of their uncertificated shares by means of a relevant system in such manner provided for, and subject as provided in, the uncertificated securities rules, and accordingly no provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred; and
- (b) any member may transfer all or any of their certificated shares by an instrument of transfer in any usual form or in any other form which the Directors may approve.

- 30.2** The transferor of a share shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the Register in respect of it.

- 30.3** The instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and (in the case of a partly paid share) the transferee. All instruments of transfer, when registered, may be retained by the Company.

### **31 Balance certificate**

Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and, to the extent that the balance is to be held in certificated form, a new certificate for the balance of such shares issued in lieu without charge.

### **32 Right to refuse registration**

- 32.1** Registration of a transfer of an uncertificated share may be refused in the circumstances set out in the uncertificated securities rules.

- 32.2** The Directors may decline to recognise any instrument of transfer relating to shares in certificated form unless it is in respect of only one class of share and is lodged (duly stamped if required) at the Transfer Office or such other place as the Directors may from time to time determine accompanied by the relevant share certificate(s) (save in the case of a transfer by a person to whom the Company is not required by law to issue a certificate and to whom a certificate has not been issued) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of

transfer is executed by some other person on the transferor's behalf, the authority of that person so to do). In the case of a transfer of shares in certificated form by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange the lodgement of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the shares in question.

**32.3** The Directors can decline to register any transfer of any share which is not a fully paid share.

**32.4** The Directors may also refuse to register an allotment or transfer of shares (whether fully-paid or not) in favour of more than four persons jointly (whether or not the share is held in certificated or uncertificated form).

### **33 No fee on registration**

No fee will be charged by the Company in respect of the registration of any transfer or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

### **34 Branch register**

Subject to and to the extent permitted by the Statutes, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a branch register of members resident in such territory, and the Directors may make and vary such regulations as they may think fit respecting the keeping of any such register.

### **35 Further provisions on shares in uncertificated form**

**35.1** Pursuant and subject to the Statutes and the uncertificated securities rules, the Directors may permit title to shares of any class to be evidenced otherwise than by a certificate and title to shares of such a class to be transferred by means of a relevant system and may make arrangements for a class of shares (if all shares of that class are identical) to become a participating class. Title to shares of a particular class may only be evidenced otherwise than by a certificate where that class of shares is at the relevant time a participating class. The Directors may also, subject to compliance with the uncertificated securities rules, determine at any time that title to any class of shares may from a date specified by the Directors no longer be evidenced otherwise than by a certificate or that title to such a class shall cease to be transferred by means of any particular relevant system.

**35.2** In relation to a class of shares which is a participating class for so long as it remains a participating class, the provisions of these Articles shall not apply or have effect to the extent that such Articles are inconsistent in any respect with:

- (a) the holding of shares of that class in uncertificated form;
- (b) the transfer of title to shares of that class by means of a relevant system;
- (c) any provision of the uncertificated securities rules; and
- (d) the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system,

and, without prejudice to the generality of this Article, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the maintenance, keeping or entering up by the Operator, so long as that is permitted or required by the uncertificated securities rules, of an Operator register of securities in respect of that class of shares in uncertificated form.

**35.3** Shares of a class which is at the relevant time a participating class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the uncertificated securities rules.

**35.4 Exercise of Company's entitlements in respect of shares in uncertificated form**

If the Company is entitled under any provision of the Statutes, the uncertificated securities rules or these Articles to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over a share held in uncertificated form, the Company shall be entitled, subject to the provisions of the Statutes, the uncertificated securities rules and these Articles:

- (a) to require the holder of that uncertificated share by notice in writing to change that share into certificated form within the period specified in the notice and to hold that share in certificated form so long as required by the Company;
- (b) to require the holder of that uncertificated share by notice to give any instructions necessary to transfer title to that share by means of the relevant system within the period specified in the notice;
- (c) to appoint, or require the holder of that uncertificated share by notice to appoint, any person to take any step, including without limitation the giving of any instructions by means of the relevant system, necessary in the name of the holder of such share to transfer that share within the period specified in the notice (and such steps shall be as effective as if they had been taken by the registered holder of that share);
- (d) to require the Operator to convert that uncertificated share into certificated form in accordance with the uncertificated securities rules; and
- (e) to take any action that the Directors consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.

**35.5 Not separate class of shares**

Unless the Directors otherwise determine, shares which a member holds in uncertificated form shall be treated as separate holdings from any shares which that member holds in certificated form. However, shares in the capital of the Company that fall within a certain class with the same rights shall not form a separate class of shares from other shares in that class because any share in that class:

- (a) is held in uncertificated form; or
- (b) is permitted in accordance with the uncertificated securities rules to become a participating security.

**35.6 Creation and issue of certificated and uncertificated shares**

Unless the Directors otherwise determine or the uncertificated securities rules otherwise require, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.

**35.7 Records**

The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the uncertificated securities rules and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of

the particulars entered in the Operator register of securities and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance on such assumption; in particular, any provision of these Articles which requires or envisages that action will be taken in reliance on information contained in the register shall be construed to permit that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).

## **Transmission of Shares**

### **36 Persons entitled on death**

- 36.1** In case of the death of a member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where the member was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to the member's interest in the shares, but nothing in this Article shall release the estate of a deceased member (whether sole or joint) from any liability in respect of any share held by the member.
- 36.2** Where the entitlement of a person to a certificated share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Directors, the Directors shall within two months after proof cause the entitlement of that person to be noted in the Register.

### **37 Election by persons entitled by transmission**

Subject to these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law may upon supplying to the Company such evidence as the Directors may reasonably require to show title to the share either be registered as holder of the share upon giving to the Company notice in writing to that effect or transfer such share to some other person. If that person elects to have another person registered and the share is a certificated share, they shall sign an instrument of transfer of the share to that person. If that person chooses to become registered or to elect another person to become registered and the share is an uncertificated share, such person shall take any action the Directors may require (including without limitation the execution of any document and the giving of any instruction by means of a relevant system) to enable such person or their nominee to be registered as the holder of the share. The Directors may at any time require the person to elect either to be registered themselves or to transfer the share and if the requirements are not complied with within 60 days of being issued the Directors may withhold payment of all dividends and other moneys payable in respect of the share until the requirements have been complied with. 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 transfer as aforesaid as if the notice or transfer were a transfer made by the member registered as the holder of any such share.

### **38 Rights of persons entitled by transmission**

Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law (upon supplying to the Company such evidence as the Directors may reasonably require to show title to the share) shall be entitled to the same dividends and other advantages as those to which such person would be entitled if such person were the registered holder of the share except that such person shall not be entitled in respect thereof

(except with the authority of the Directors) to exercise any right conferred by membership in relation to shareholders' meetings until such person shall have been registered as a member in respect of the share.

## **Alteration of Share Capital**

### **39 Sub-division or consolidation**

Any resolution authorising the Company to sub-divide or consolidate any of its shares can provide that, as between holders of the divided or consolidated shares, different rights and restrictions of a kind which the Company can apply to new shares can apply to different divided or consolidated shares.

## **Untraced Shareholders**

### **40 Untraced shareholders**

**40.1** The Company shall be entitled to sell at the best price reasonably obtainable at the time of sale any certificated shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy or otherwise by operation of law if:

- (a) for a 12-year period (a) the shares have been in issue either in certificated or uncertificated form (b) at least three dividends in respect of the shares have become payable and (c) no dividend in respect of those shares has been cashed or otherwise satisfied by the transfer of funds to a bank account or by means of a relevant system;
- (b) after the 12-year period, the Company has sent a notice to that person's last known address or the address at which service of notices may be effected under these Articles, giving notice of its intention to sell the shares. Before sending such notice, the Company must have used such efforts as it considers reasonable to trace the relevant holder of, or person entitled by transmission to, the shares.
- (c) during the 12-year period and the period of three months following the sending of the notice referred to in (b) above, the Directors in office at the end of such period of three months are not then aware that the Company has received any communication from the holder of, or person entitled by transmission to, the shares.

**40.2** The Company shall also be entitled to sell at the best price reasonably obtainable at the time of sale any additional certificated shares in the Company issued either in certificated or uncertificated form in right of any share to which Article 40.1 applies (or in right of any share so issued), if the criteria in Article 40.1(b) and 40.1(c) are satisfied in relation to the additional shares (but as if the words "after the 12-year period" were omitted from Article 40.1(b) and the words "during the 12-year period and" were omitted from Article 40.1(c)) and no dividend has been cashed on these shares or otherwise satisfied by the transfer of funds to a bank account or by means of a relevant system.

**40.3** To give effect to any sale of shares pursuant to this Article the Company may appoint any person to transfer, as transferor, the shares in question and an instrument of transfer signed by that person shall be as effective as if it had been signed by the registered holder of, or person entitled by transmission to, such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto.

**40.4** The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount which shall be a permanent debt of the Company

unless and until forfeited under this Article. No trust shall be created in respect of the debt, no interest shall be payable in respect of it and the Company shall not be required to account for any money earned on the net proceeds, which may 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 Directors may from time to time think fit. If no valid claim for the money 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 under this article, the money will be forfeited and will belong to the Company.

## **General Meetings**

### **41 Arrangements in connection with General Meetings**

- 41.1** The Directors may make any arrangements they decide fit to allow those entitled to do so to attend and participate in any General Meeting.
- 41.2** Unless the notice of meeting says otherwise or the Chair of the meeting decides otherwise, a General Meeting will be treated as taking place where the Chair of the meeting is at the time of the meeting.
- 41.3** Two or more persons who may not be in the same place as each other attend and participate in a General Meeting if they are able to exercise their rights to speak and vote at that meeting. A person is able to exercise the right to speak at a General Meeting if that person can communicate to all those attending the meeting while the meeting is taking place. A person is able to exercise the right to vote at a General Meeting if that person can vote on resolutions put to the meeting (or, in relation to a poll, can vote within the required time frame) and that person's vote can be taken into account in deciding whether or not such resolutions are passed at the same time as the votes of others attending the meeting.
- 41.4** When deciding whether a person is attending or participating in a meeting other than at a physical place, it is immaterial where that person is or how that person is able to communicate with others who are attending and participating.
- 41.5** Where holders of, and persons entitled by transmission to, shares can participate at a General Meeting by means of an electronic facility, any document required to be on display or available for inspection will be made available for the required period in electronic form to those persons entitled to inspect it and this will satisfy any such requirement.

### **42 Electronic Facilities and Satellite Meetings**

- 42.1** The Directors may decide to let persons entitled to attend and participate in a General Meeting to do so by simultaneous attendance and participation by means of an electronic facility. The members present in person or by proxy by means of such electronic facility will be counted in the quorum for, and entitled to participate in, the General Meeting.
- 42.2** The Directors may also decide to let persons entitled to attend and participate in a General Meeting do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world at the same time as the General Meeting (referred to in these articles as a satellite meeting). The members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and be entitled to participate in, the General Meeting in question. The satellite meeting will be treated as taking place where the chair of the meeting is at the time of the meeting and the powers of the chair will apply to the satellite meeting.
- 42.3** Any General Meeting at which electronic facilities are available and any satellite meeting will be

duly constituted and its proceedings valid if the Chair of the General Meeting is satisfied that adequate facilities are available to enable all members attending the meeting by whatever means and at all the meeting places to participate in the business for which the meeting has been called.

**42.4** All persons seeking to attend and participate in a general meeting by way of electronic facility are responsible for having in place the necessary means to enable them to do so. Subject to the right of the chair to adjourn a general meeting under these articles, any inability of a person to attend or participate in a general meeting by means of electronic facility, or any interruption to a person being so able, shall not invalidate the proceedings of that meeting.

**42.5** Nothing in these Articles authorises or allows a General Meeting to be held exclusively on an electronic basis.

#### **43 Omission or non-receipt of notice**

The accidental omission to give any notice of a meeting, or the accidental omission to send or supply any document or other information relating to any meeting, or the non-receipt (even if the Company becomes aware of such failure to send or supply or non-receipt) of any such notice, document or other information by any person entitled to receive the notice, document or other information shall not invalidate the proceedings at that meeting. A member present in person or by proxy at a meeting shall be deemed to have received proper notice of that meeting, and where applicable, of the purpose of that meeting.

#### **44 Changes to Arrangements for General Meetings**

If the Directors, in their absolute discretion, consider that it is impractical or undesirable for any reason to hold a General Meeting on the date or at the time or place (or places in case of a satellite meeting) specified in the notice calling the General Meeting or by means of any electronic facility available for that meeting or if otherwise the Directors in their absolute discretion consider it appropriate to alter any of the other arrangements in relation to a General Meeting, they may postpone or move the General Meeting or change, cancel or introduce any electronic facility or make other alterations in respect of the General Meeting (or do any of these things). Notice of the date, time and place (or places in the case of a satellite meeting) of, or other alterations in respect of the rearranged meeting shall be given in such manner as the Directors may in their absolute discretion determine. Notice of the business to be transacted at such rearranged meeting shall not be required. If a meeting is rearranged in this way, the appointment of a proxy will be valid if it is received as required by these Articles not less than 48 hours before the time appointed for holding the rearranged meeting, and, for the purpose of calculating this period, the Directors can decide, in their absolute discretion, not to take account of any part of a day that is not a Business Day. The Directors may also further postpone, move or make other arrangements in respect of the rearranged meeting under this Article (or do any of these things).

### **Proceedings at General Meetings**

#### **45 Chair**

The Chair of the Directors, failing whom a Deputy Chair, shall preside as Chair at a General Meeting. If there is no such Chair or Deputy Chair, or if at any meeting neither is present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director is present or if all the Directors present decline to take the chair, the members present and entitled to vote shall choose one of their number) to be Chair of the meeting.



#### **46 Quorum**

No business other than the appointment of a Chair shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. 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.

#### **47 Lack of quorum**

If within five minutes from the time appointed for a General Meeting (or such longer time as the Chair of the meeting may decide to wait) a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting:

- (a) if convened by or upon the requisition of members, shall be dissolved; and
- (b) in any other case, it shall stand adjourned to such other day (being not less than ten days later, excluding the day on which the meeting is adjourned and the day for which it is reconvened) and at such other time or place or places and with such means of attendance and participation as the Chair of the meeting may decide. If the meeting has no Chair at that time, a Chair shall first be appointed in accordance with Article 45. At any adjourned meeting two members present in person or by proxy and entitled to vote (whatever the number of shares held by them) shall be a quorum and any notice of an adjourned meeting shall state that two members present in person or by proxy and entitled to vote (whatever the number of shares held by them) shall be a quorum. Notice of the adjourned meeting shall be given in any manner in which notice of a meeting may lawfully be given for the time being.

#### **48 Security, Health and Safety and Access Arrangements**

- 48.1** The Directors or the Chair may direct that persons wishing to attend any General Meeting should submit to such searches or other security arrangements or restrictions (including, without limitation, restrictions on items of personal property which may be taken into the meeting and relating to health and safety) and/or any other arrangements as the Directors or Chair shall consider appropriate in the circumstances and shall be entitled in their absolute discretion to, or to authorise some one or more persons who shall include a Director or the Secretary or the Chair of the meeting to, refuse physical or electronic entry to, or to eject from (physically or electronically), such General Meeting any person who fails to submit to such searches or otherwise to comply with any such security or other arrangements or restrictions (and, for the avoidance of doubt, eject from such General Meeting any person who causes the proceedings to become disorderly).
- 48.2** Where a general meeting is held partly by means of an electronic facility, the Directors or the Chair may make any arrangement and impose any requirement or restriction that is necessary to ensure the identification of those taking part by this means and the security of the electronic facility.

#### **49 Orderly conduct**

The Chair of any General Meeting shall take such action or give directions for such action to be taken as the Chair thinks fit to promote the orderly conduct of the business of the meeting with reasonable despatch as laid down in the notice of the meeting. The Chair's decision on points of order, or on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be the Chair's determination as to whether any point or matter is of such a nature.

## **50 Entitlement to attend and speak**

- 50.1** Each Director shall be entitled to attend and speak at any General Meeting of the Company. The Chair of the meeting may invite any person, whether or not a member of the Company, to attend and speak at any General Meeting of the Company where the Chair considers that this will assist in the deliberations of the meeting.

## **51 Adjournment**

The Chair of the General Meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without assigning a day or to another time or place (or places in the case of a satellite meeting) and with such means of attendance and participation as the Chair decides where it appears to the Chair, in their absolute discretion, that (a) the members entitled to vote and wishing to attend cannot be conveniently accommodated in the place appointed for the meeting, (b) the conduct of persons present or other circumstances prevent or are likely to prevent the orderly continuation of business, (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted, or (d) the facilities or security at the place of the meeting (or places in the case of a satellite meeting) or the electronic facility provided for the meeting have become inadequate or are otherwise not sufficient to allow the meeting to be conducted as intended. In addition, the Chair of the General Meeting may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either without assigning a day or to another time or place (or places in the case of a satellite meeting). When a meeting is adjourned without assigning a day, the time and place (or places in the case of a satellite meeting) and the means of attendance and participation for the adjourned meeting shall be fixed by the Directors. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place. Any meeting may be adjourned more than once.

## **52 Notice of adjourned meeting**

If the continuation of an adjourned meeting is to take place three months or more after it was adjourned or if business is to be transacted at an adjourned meeting the general nature of which was not stated in the notice of the original meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as provided in this Article, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **53 Amendments to resolutions**

- 53.1** If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chair of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a merely clerical amendment to correct a patent error) may in any event be considered or voted upon.
- 53.2** No amendment to a resolution duly proposed as an Ordinary Resolution may be considered or voted on (other than a merely clerical amendment to correct a patent error) unless either (a) at least two Business Days before the time appointed for holding the meeting or adjourned meeting at which the Ordinary Resolution is to be considered, notice of the terms of the amendment and the intention to move it has been received by the Company at the Office, or received in electronic form at such address (if any) for the time being notified by or on behalf of the Company for that

purpose, or (b) the Chair in their absolute discretion decides that the amendment may be considered and voted on.

## **Polls**

### **54 Demand for poll**

**54.1** At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before, or on the declaration of the result of, the show of hands) a poll is demanded by:

- (a) the Chair of the meeting; or
- (b) not less than three members present in person or by proxy and entitled to vote; or
- (c) a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

The Chair of the meeting can also demand a poll before a resolution is put to the vote on a show of hands.

**54.2** A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If the demand for a poll is withdrawn, the Chair or any other person entitled may demand a poll.

### **55 Procedure on a poll**

A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chair of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chair of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and may adjourn the meeting to some place and time fixed by the Chair for the purpose of declaring the result of the poll.

### **56 Timing of poll**

A poll demanded on the choice of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the Chair may direct. It shall not be necessary (unless the Chair of the meeting otherwise directs) for notice to be given of a poll. The demand for a poll (other than on the election of a Chair of the meeting or on a question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

## **Votes of Members**

### **57 Votes attaching to shares**

Subject to any special rights or restrictions as to voting upon which any shares may be issued  
~~or may at the relevant time be held and to any other provisions of these Articles, members shall~~

be entitled to vote whether on a show of hands or on a poll as provided in the Statutes. For this purpose, where a proxy is given discretion as to how to vote on a show of hands, this shall be treated as an instruction by the relevant member to vote in the way in which the proxy elects to exercise that discretion.

## **58 Votes of joint holders**

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 share.

## **59 Restriction on voting in particular circumstances**

**59.1** No member shall, unless the Directors otherwise determine, be entitled in respect of any share held by the member to vote either personally or by proxy at a shareholders' meeting or to exercise any other right conferred by membership in relation to shareholders' meetings if any call or other sum presently payable by the member to the Company in respect of that share remains unpaid.

**59.2** If any member, or any other person appearing to be interested in shares held by such member, has been duly served with a Statutory Notice and is in default for a period of 14 days in supplying to the Company the information thereby required (or in purported compliance with such a notice, has made a statement which is false or inadequate in a material particular), then (unless the Directors otherwise determine) in respect of:

- (a) the Default Shares; and
- (b) any other shares held by the member,

the member shall not (for so long as the default continues) nor shall any transferee to whom any of such shares are transferred (other than pursuant to an approved transfer or pursuant to Article 59.3(b) below) be entitled to attend or vote either personally or by proxy at a shareholders' meeting or to exercise any other right conferred by membership in relation to shareholders' meetings.

**59.3** Where the Default Shares represent 0.25 per cent. or more of the issued shares of the class in question, the Directors may in their absolute discretion by a Direction Notice to such member direct that:

- (a) any dividend or part thereof or other money which would otherwise be payable in respect of the Default Shares shall be retained by the Company without any liability to pay interest thereon when such dividend or other money is finally paid to the member and the member shall not be entitled to elect to receive shares in lieu of dividend; and/or
- (b) no transfer of any of the shares held by such member shall be registered unless the transfer is an approved transfer or unless:
  - (i) the member is not in default as regards supplying the information required; and
  - (ii) the transfer is of part only of the member's holding and, when presented for registration, is accompanied by a certificate by the member in a form satisfactory to the Directors to the effect that after due and careful enquiry the member is satisfied that none of the shares the subject of the transfer are Default Shares,

PROVIDED THAT, in the case of shares in uncertificated form, the Directors may only exercise their discretion not to register a transfer if permitted to do so by the uncertificated securities rules.

Any Direction Notice may treat shares of a member in certificated and uncertificated form as

separate holdings and either apply only to the former or to the latter or make different provision for the former and the latter. The Directors may give notice to the relevant member requiring the member to change the relevant shares held in uncertificated form to certificated form by the time stated in the notice and to keep them in certificated form for as long as the Directors require. The Direction Notice may also state that the member may not change any of the relevant shares held in certificated form to uncertificated form. If the member does not comply with the notice, the Directors may authorise any person to instruct the Operator to change the relevant shares held in uncertificated form to certificated form.

Upon the giving of a Direction Notice its terms shall apply accordingly.

- 59.4** The Company shall send to each other person appearing to be interested in the shares the subject of any Direction Notice a copy of the notice, but the failure or omission by the Company to do so shall not invalidate such notice.
- 59.5** Save as herein provided any Direction Notice shall have effect in accordance with its terms for so long as the default in respect of which the Direction Notice was issued continues and shall cease to have effect thereafter upon the Directors so determining (such determination to be made within a period of one week of the default being duly remedied, with notice in writing thereof being given to the member forthwith).
- 59.6** Any Direction Notice shall cease to have effect in relation to any shares which are transferred by such member by means of an approved transfer or in accordance with Article 59.3(b) above.
- 59.7** Where any Direction Notice is cancelled or ceases to have effect in relation to any shares, any moneys relating to those shares which were withheld by reason of that notice shall be paid without interest to the person who would but for the Notice have been entitled to them or as that person may direct.
- 59.8** Any person on whom a Direction Notice has been served may at any time request the Company to give in writing the reason why the Direction Notice has been served, or why it remains uncanceled, and within 14 days of receipt of such a Notice the Company shall give that information accordingly.
- 59.9** For the purposes of this Article:
- (a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has been served with Statutory Notice and either (i) the member has named such person as being so interested or (ii) (after taking into account the response of the member to the said notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares; and
  - (b) a transfer of shares is an **“approved transfer”** if:
    - (i) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a takeover offer; or
    - (ii) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the member or with any person appearing to be interested in such shares including any such sale made through a recognised investment exchange, or through a stock exchange outside the United Kingdom, on which the Company’s shares are normally traded. For the purposes of this Article any associate (as that term is defined in section 435 of the Insolvency Act 1986) shall be included amongst the persons who are connected with the member or any person appearing to be interested in such shares.
- 59.10** The provisions of this Article are 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 Statutory Notice within the time specified in it.

## **60 Voting by guardian**

Where in England or elsewhere a guardian, receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such guardian, receiver or other person on behalf of such member to vote in person or by proxy at any shareholders' meeting or to exercise any other right conferred by membership in relation to shareholders' meetings.

## **61 No right to vote where sums overdue**

No member shall, unless the Directors otherwise decide, be entitled in respect of any share held by that member to attend or vote (either personally or by proxy) at any General Meeting of the Company or upon a poll or to exercise any other right conferred by membership in relation to General Meetings or polls unless all calls or other sums presently payable by the member in respect of that share have been paid.

## **62 Validity and result of vote**

### **62.1 If:-**

- (a) any objection shall be raised to the qualification of any voter, or
- (b) any votes have been counted which ought not to have been counted or which might have been rejected, or
- (c) any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting or poll on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting or poll at which the vote objected to is given or tendered or at which the error occurs. Any objection or error 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 conclusive.

**62.2** The Company shall not be obliged to ascertain whether a proxy or representative of a corporation has voted in accordance with a member's instructions and the failure of a proxy or representative so to do shall not vitiate the decision of the meeting or adjourned meeting or poll on any resolution.

**62.3** Unless a poll is taken, a declaration by the Chair of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

## **Proxies**

## **63 Appointment of proxies**

A proxy need not be a member of the Company. If a member appoints more than one proxy and the proxy forms appointing those proxies would give those proxies the apparent right to exercise votes on behalf of the member in a General Meeting over more shares than are held

by the member, then each of those proxy forms will be invalid and none of the proxies so appointed will be entitled to attend, speak or vote.

## **64 Form of proxy**

The appointment of a proxy must be in writing in any usual or common form or in any other form which the Directors may approve and:

- (a) in the case of an individual must either be signed by the appointer or the appointer's attorney; and
- (b) in the case of a corporation must be either given under its common seal or be signed on its behalf by an attorney or a duly authorised officer of the corporation.

The signature on such appointment need not be witnessed. Where appointment of a proxy is signed on behalf of the appointor by an attorney, the power of attorney or a copy thereof certified notarially or in some other way approved by the Directors must (failing previous registration with the Company) be submitted to the Company, failing which the appointment may be treated as invalid.

## **65 Receipt of proxies**

### **65.1** The appointment of a proxy must:-

- (a) in the case of an appointment made in hard copy form, be received at the Office (or such other place in the United Kingdom as may be specified by the Company for the receipt of appointments of proxy in hard copy form) not less than 48 hours (or such shorter time as the Directors may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote together with (if required by the Directors) any authority under which it is made or a copy of the authority, certified notarially or in accordance with the Powers of Attorney Act 1971 or in some other manner approved by the Directors;
- (b) in the case of an appointment made by electronic means, be received at the address specified by the Company for the receipt of appointments of proxy by electronic means not less than 48 hours (or such shorter time as the Directors may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. Any authority pursuant to which such an appointment is made or a copy of the authority, certified notarially or in accordance with the Powers of Attorney Act 1971 or in some other manner approved by the Directors, must, if required by the Directors, be received at such address or at the Office (or such other place in the United Kingdom as may be specified by the Company for the receipt of such documents) not less than 48 hours (or such shorter time as the Directors may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- (c) in the case of a poll taken more than 48 hours after it was demanded, be received as aforesaid not less than 24 hours (or such shorter time as the Directors may determine) before the time appointed for the taking of the poll;
- (d) in the case of a poll taken following the conclusion of a meeting or adjourned meeting but 48 hours or less after it was demanded, be received as aforesaid before the end of the meeting at which it was demanded (or at such later time as the Directors may determine),

and an appointment of a proxy which is not, or in respect of which the authority or copy thereof is not, received in a manner so permitted shall be invalid. When two or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting

or poll, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned. The proceedings at a General Meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is sent in electronic form as provided in these Articles, but because of a technical problem it cannot be read by the recipient.

- 65.2** The Directors may at their discretion determine that in calculating the periods mentioned in this Article no account shall be taken of any part of a day that is not a Business Day.

## **66 Revocation of proxy**

A vote given or poll demanded by a proxy or by a duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice in writing of the determination was received by the Company at the Office (or such other place or address as was specified by the Company for the receipt of appointments of proxy) not later than the last time at which an appointment of a proxy should have been received in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll taken.

## **67 Separate shareholders' meetings**

The provisions of these Articles relating to General Meetings shall apply, with any necessary modifications, to any separate meeting of the holders of shares of a class convened otherwise than in connection with the variation or abrogation of the rights attached to the shares of that class. For this purpose, a shareholders' meeting at which no holder of a share other than an Ordinary Share may, in their capacity as a member, attend or vote shall also constitute a separate meeting of the holders of the Ordinary Shares.

# **Directors**

## **68 Number of Directors**

Subject as hereinafter provided the Directors shall not be less than three nor more than fifteen in number. The Company may by Ordinary Resolution from time to time vary the minimum number and/or maximum number of Directors.

## **69 Share qualification**

A Director shall not be required to hold any shares of the Company by way of qualification.

## **70 Directors' fees**

The ordinary remuneration of the Directors shall from time to time be determined by the Directors provided that the aggregate of all fees so paid to the Directors (excluding amounts payable under any other provisions of these articles) shall not exceed [£1,500,000] or such higher amount as may from time to time be determined by Ordinary Resolution of the Company.

## **71 Other remuneration of Directors**

Any Director who holds any executive office (including for this purpose the office of Chair or Deputy Chair whether or not such office is held in an executive capacity), or who serves on any committee of the Directors, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra



remuneration by way of salary, commission or otherwise or may receive such other benefits as the Directors may determine.

## **72 Directors' expenses**

- 72.1** The Directors may repay to any Director all such reasonable expenses as such Director may properly incur in attending and returning from meetings of the Directors or of any committee of the Directors or shareholders' meetings or otherwise in connection with the business of the Company.
- 72.2** The Company may also fund a Director's expenditure for the purposes permitted under the Statutes and may do anything to enable a Director to avoid incurring such expenditure as provided in the Statutes.

## **73 Directors' pensions and other benefits**

The Directors or any committee authorised by the Directors may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any Director or former Director or the relations, or dependants of, or persons connected to, any Director or former Director provided that no benefits (except such as may be provided for by any other Article) may be granted to or in respect of a Director or former Director who has not been employed by, or held an executive office or place of profit under, the Company or any body corporate which is or has been its subsidiary undertaking or any predecessor in business of the Company or any such body corporate without the approval of an Ordinary Resolution of the Company. No Director or former Director shall be accountable to the Company or the members for any benefit provided 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.

## **74 Appointment of executive Directors**

- 74.1** The Directors may from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the office of Chair or Deputy Chair) on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment.
- 74.2** The appointment of any Director to the office of Chair or Deputy Chair or Chief Executive Officer or Chief Financial Officer or Chief Operating Officer shall automatically determine if such Director ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between the Director and the Company.
- 74.3** The appointment of any Director to any other executive office shall not automatically determine if such Director ceases from any cause to be a Director, unless the contract or resolution under which such Director holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between the Director and the Company.

## **75 Powers of executive Directors**

The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

## **76 Retirement by rotation at Annual General Meetings**

At every Annual General Meeting, all the Directors shall retire from office and may offer themselves for appointment or re-appointment by the members.

## **77 Re-election of retiring Director**

**77.1** The Company at the meeting at which a Director retires under any provision of these Articles may by Ordinary Resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for election to such office. A Director who retires at an Annual General Meeting may, if willing to continue to act, be appointed or re-appointed. If the Director is appointed or re-appointed they are treated as continuing in office throughout. Subject to Article 77.2 below, if the Director is not appointed or re-appointed, they shall retain office until the end of the meeting or (if earlier) when a resolution is passed to appoint someone in their place or when a resolution to appoint or re-appoint the Director is put to the meeting and lost.

**77.2** If at any Annual General Meeting all the resolutions for the appointment or re-appointment of Directors are put to the meeting and lost or if by reason of Directors failing to be appointed or re-appointed the number of Directors falls below the minimum number or quorum fixed by or in accordance with these Articles, all Directors retiring at the meeting, standing for appointment or re-appointment and who are willing to continue to act (the "Dismissed Directors") shall continue to be Directors for a maximum period of 60 days (and are treated as continuing in office without interruption). During such period, Directors shall be appointed either at a further General Meeting and/or by the Directors (but in this latter case, none of those appointed may be Dismissed Directors). Once a sufficient number of Directors has been so appointed, the Dismissed Directors shall cease to be directors.

## **78 Nomination of Director for election**

No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election as a Director at any General Meeting unless not less than 7 nor more than 42 days (inclusive of the date on which the notice is given) before the date appointed for the meeting there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of that person's intention to propose such person for election and also notice in writing signed by the person to be proposed of the person's willingness to be elected.

## **79 Election or appointment of additional Director**

The Company may by Ordinary Resolution elect, and without prejudice thereto the Directors shall have power at any time to appoint, any person to be a Director either to fill a casual vacancy or as an additional Director, but so that the total number of Directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these Articles. Any person so appointed by the Directors shall hold office only until the next Annual General Meeting and shall then be eligible for election.

## **80 Vacation of office**

**80.1** Without prejudice to the provisions for retirement contained elsewhere in these Articles, the office of a Director shall be vacated in any of the following events, namely:

- (a) if the Director shall become prohibited by law from acting as a Director;
- (b) if the Director shall resign in writing under the Director's hand left at the Office or if the ~~Director shall in writing offer to resign and the Directors shall resolve to accept such~~

offer;

- (c) if a bankruptcy order shall be made against the Director or the Director shall compound with the Director's creditors generally or shall apply to the court for an interim order under Section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- (d) if the Director is or has been suffering from mental or physical ill health and the Directors resolve that the Director's office be vacated;
- (e) if the Director shall be absent from meetings of the Directors for six months without leave and the Directors shall resolve that the Director's office be vacated;
- (f) if a notice in writing is served upon the Director, approved by not less than three- quarters of the Directors for the time being, such approval to be indicated in writing by each Director, to the effect that the Director's office as Director shall on receipt of such notice *ipso facto* be vacated, but so that if the Director holds an appointment to an executive office which thereby automatically determines, such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between the Director and the Company; or
- (g) if the Director ceases to be a Director by virtue of the Statutes or is removed from office pursuant to these Articles.

**80.2** If the office of a Director is vacated for any reason, the Director shall cease to be a member of any committee or sub-committee of the Directors.

## **81 Removal of Director**

In addition to any power of removal conferred by the Statutes, the Company may by Special Resolution remove any Director before the expiration of the Director's period of office and may (subject to these Articles) by Ordinary Resolution appoint another person who is willing to act to be a Director in the Director's place.

## **Meetings and Proceedings of Directors**

### **82 Convening of meetings of Directors**

**82.1** Subject to the provisions of these Articles the Directors may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. At any time any Director may, and the Secretary at the request of a Director shall, summon a meeting of the Directors. Any Director may waive notice of any meeting and any such waiver may be retroactive.

**82.2** The Directors, and any committee of the Directors, shall be deemed to meet together if, being in separate locations, they are nonetheless linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other, and a quorum in that event shall be two persons so linked. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the meeting then is.

### **83 Quorum**

The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

## **84 Chair**

**84.1** The Directors may elect from their number a Chair and a Deputy Chair (or two or more Deputy Chairmen) and determine the period for which each is to hold office. If no Chair or Deputy Chair shall have been appointed or if at any meeting of the Directors no Chair or Deputy Chair shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chair of the meeting.

**84.2** If at any time there is more than one Deputy Chair, the right in the absence of the Chair to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.

## **85 Casting vote**

Questions arising at any meeting of the Directors shall be determined by a majority of votes. In the case of an equality of votes, the Chair of the meeting shall have a second or casting vote.

## **86 Number of Directors below minimum**

The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in their number. If the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles or is below the number or quorum fixed by or in accordance with these Articles or there is only one continuing Director, the continuing Directors or Director may fill vacancies and summon General Meetings for the purpose of appointing further Directors. If there are no Directors or Director able or willing to act, then any two members (excluding any member holding shares as treasury shares) may summon a General Meeting for the purpose of appointing Directors.

## **87 Written resolutions**

A resolution in writing, signed by all the Directors entitled to vote thereon, or of a committee of Directors, will be as valid and effective as if it had been passed at a meeting of Directors, or (as the case may be), a committee of Directors duly convened and held. The resolution may consist of several documents in the same terms each signed by one or more Directors, but a resolution signed by an alternate Director need not also be signed by the alternate Director's appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

## **88 Validity of proceedings**

All acts done by any meeting of Directors, or of any committee or sub-committee of the Directors, or by any person acting as a Director or as a member of any such committee or sub-committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid, or that any such persons 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 the committee or sub-committee and had been entitled to vote.

## Directors' Interests

### 89 Conflicts of interest requiring authorisation by the Directors

- 89.1** The Directors may, subject to the quorum and voting requirements set out in this Article, authorise any matter which would otherwise involve a Director breaching the Director's duty under the Statutes to avoid conflicts of interest ("**Conflict**").
- 89.2** A Director seeking authorisation in respect of a Conflict shall declare to the Directors the nature and extent of the Director's interest in a Conflict as soon as is reasonably practicable. The Director shall provide the Directors with such details of the relevant matter as are necessary for the Directors to decide how to address the Conflict together with such additional information as may be requested by the Directors.
- 89.3** Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of these Articles save that:
- (a) the relevant Director and any other Director with a similar interest shall not count towards the quorum nor vote on any resolution giving such authority; and
  - (b) the relevant Director and any other Director with a similar interest may, if the other members of the Directors so decide, be excluded from any Directors meeting while the Conflict is under consideration.
- 89.4** Where the Directors give authority in relation to a Conflict or where any of the situations described in Article 89.2 apply in relation to a Director ("**Relevant Situation**"):
- (a) the Directors may (whether at the time of giving the authority or subsequently) (i) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Directors or otherwise) related to the Conflict or Relevant Situation; and (ii) impose upon the relevant Director such other terms for the purpose of dealing with the Conflict or Relevant Situation as it may determine;
  - (b) the relevant Director will be obliged to conduct themselves in accordance with any terms imposed by the Directors in relation to the Conflict or Relevant Situation;
  - (c) the Directors may provide that where the relevant Director obtains (otherwise than through that Director's position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
  - (d) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
  - (e) the Directors may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation or variation in accordance with the terms of such authority.

## **90 Other Conflicts of interest**

**90.1** If a Director is in any way directly or indirectly interested in a proposed contract with the Company or a contract that has been entered into by the Company, the Director must declare the nature and extent of that interest to the Directors in accordance with the Statutes.

**90.2** Provided the Director has declared their interest in accordance with Article 90.1 a Director may:

- (a) be party to, or otherwise interested in, any contract with the Company or in which the Company has a direct or indirect interest;
- (b) hold any other office or place of profit with the Company (except that of auditor) in conjunction with that Director's office of Director for such period and upon such terms, including as to remuneration, as the Directors may decide;
- (c) act by themselves or through a firm with which that Director is associated in a professional capacity for the Company or any other company in which the Company may be interested (otherwise than as auditor);
- (d) be or become a Director or other officer of, or employed by or a party to a transaction or arrangement with, or otherwise be interested in any holding company or subsidiary company of the Company or any other company in which the Company may be interested; and
- (e) be or become a Director of any other company in which the Company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of that Director's appointment as a Director of that other company.

## **91 Benefits**

A Director shall not, by reason of their office or of the fiduciary relationship thereby established, be liable to account to the Company for any remuneration, profit or other benefit realised by reason of their having any type of interest authorised under Article 89.1 or permitted under Article 90.2 and no contract shall be liable to be avoided on the grounds of a Director having any type of interest authorised under Article 89.1 or permitted under Article 90.2.

## **92 Quorum and voting requirements**

**92.1** A Director shall not vote on or be counted in the quorum in relation to any resolution of the Directors concerning that Director's own appointment, or the settlement or variation of the terms or the termination of that Director's own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested.

**92.2** Where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, 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 that case each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution unless it concerns that Director's own appointment or the settlement or variation of the terms or the termination of that Director's own appointment or the appointment of another Director to an office or place of profit with a company in which the Company is interested and the Director seeking to vote or be counted in the quorum has a Relevant Interest (as defined in Article 92.4 below) in it.

**92.3** A Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Directors in respect of any contract in which that Director has an interest and, if they shall do so, that Director's vote shall not be counted, but this prohibition shall not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest or where that interest arises only from one or more of the following matters:-

- (a) the giving to the Director of any guarantee, indemnity or security in respect of money lent or obligations undertaken by the Director or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
- (b) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which the Director themselves has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (c) the giving to the Director of any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;
- (d) the funding by the Company of the Director's expenditure on defending proceedings or the doing by the Company of anything to enable that Director to avoid incurring such expenditure where all other Directors are being offered substantially the same arrangements;
- (e) where the Company or any of its subsidiary undertakings is offering securities in which offer the Director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the Director is to participate;
- (f) any contract in which the 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;
- (g) any contract concerning any other company (not being a company in which the Director has a Relevant Interest) in which the Director is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;
- (h) any contract concerning the adoption, modification or operation of a pension fund, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which relates both to Directors and employees of the Company or of any of its subsidiary undertakings and does not provide in respect of any Director as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;
- (i) any contract for the benefit of employees of the Company or of any of its subsidiary undertakings under which the Director benefits in a similar manner to the employees and which does not accord to any Director as such any privilege or advantage not accorded to the employees to whom the contract relates; and
- (j) any contract for the purchase or maintenance of insurance against any liability for, or for the benefit of, any Director or Directors or for, or for the benefit of, persons who include Directors.

**92.4** A company shall be deemed to be one in which a Director has a Relevant Interest if and so long as (but only if and so long as) that Director is to their knowledge (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 that company (calculated exclusive of any shares of that class in that

company held as treasury shares) or of the voting rights available to members of that company.

**92.5** Where a company in which a Director has a Relevant Interest is interested in a contract, the Director also shall be deemed interested in that contract.

**92.6** If any question shall arise at any meeting of the Directors as to the interest of a Director (other than the Chair of the meeting) in a contract and whether it is likely to give rise to a conflict of interest or as to the entitlement of any Director (other than the Chair of the meeting) to vote or be counted in the quorum and the question is not resolved by that Director's voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the Chair of the meeting and the Chair's ruling in relation to the Director concerned shall be conclusive except in a case where the nature or extent of the Director's interest (so far as it is known to the Director) has not been fairly disclosed to the Directors. If any question shall arise in respect of the Chair of the meeting, the question shall be decided by a resolution of the Directors (for which purpose the Chair of the meeting shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the Chair of the meeting (so far as it is known to the Chair) has not been fairly disclosed to the Directors.

**92.7** Subject to these Articles, the Directors may also cause any 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 of the voting power or power of appointment in favour of the appointment of the Directors or any of them as Directors or officers of the other company, or in favour of the payment of remuneration to the Directors or officers of the other company. Subject to these Articles, a Director may also vote on and be counted in the quorum in relation to any of such matters.

## **93 General**

**93.1** References in Articles 89 to 92 and in this Article to

- (a) a contract include references to any proposed contract and to any transaction or arrangement or proposed transaction or arrangement whether or not constituting a contract; and
- (b) a conflict of interest include a conflict of interest and duty and a conflict of duties.

**93.2** The Company may by Ordinary Resolution suspend or relax the provisions of Articles 89 to 92 to any extent or ratify any contract not properly authorised by reason of a contravention of any of the provisions of Articles 89 to 92.

## **Committees of the Directors**

### **94 Appointment and constitution of committees**

The Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) to committees. Any such committee shall, unless the Directors otherwise resolve, have power to sub-delegate to sub-committees any of the powers or discretions delegated to it. Any such committee or sub-committee shall consist of one or more Directors and (if thought fit) one or more other named person or persons to be co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee or sub-committee, any reference in these Articles to the exercise by the Directors of the power or



discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such committee or sub-committee. Any committee or sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee or sub-committee of persons other than Directors and may provide for members who are not Directors to have voting rights as members of the committee or sub-committee but so that (a) the number of members who are not Directors shall be not more than one-half of the total number of members of the committee or sub-committee and (b) no resolution of the committee or sub-committee shall be effective unless at least half of the members of the committee or sub-committee present throughout the meeting are Directors.

## **95 Proceedings of committee meetings**

The meetings and proceedings of any such committee or sub-committee consisting of two or more persons shall be governed *mutatis mutandis* by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are not superseded by any regulations made by the Directors under the last preceding Article.

## **Powers of Directors**

### **96 General powers**

Subject to the provisions of the Statutes, the memorandum of association of the Company and these Articles and to any directions given by the Company in General Meeting by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company whether relating to the management of the business of the Company or not. No alteration of the memorandum of association or these Articles and no Special Resolution shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this Article shall not be limited by any special power given to the Directors by any other Article.

### **97 Local boards**

The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere. The Directors may appoint any persons to be members of such local boards, or to be managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate. The Directors may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit. The Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

### **98 Appointment of attorney**

- 98.1** The Directors may from time to time and at any time appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, 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 Directors under these

Articles) and for such period and subject to such conditions as they may think fit. Any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in the attorney.

**98.2** The Directors can:-

- (a) delegate any of their authority, powers or discretions to any manager or agent of the Company;
- (b) allow managers or agents to delegate to another person;
- (c) remove any people they have appointed in any of these ways; and
- (d) cancel or change anything that they have delegated, although this will not affect anybody who acts in good faith who has not had any notice of any cancellation or change.

Any appointment or delegation by the Directors which is referred to in this Article can be on any conditions decided on by the Directors.

**98.3** The ability of the Directors to delegate under this Article applies to all their powers and is not limited because certain Articles refer to powers being exercised by the Directors or by a committee authorised by the Directors while other Articles do not.

**99 Delegation to individual Directors**

The Directors may entrust to and confer upon any individual Director any powers, authorities and discretions (with power to sub-delegate) which they have jointly as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with, or to the exclusion of, the powers, authorities and discretions of the Directors acting jointly and may from time to time revoke or vary all or any of them 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 shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.

**100 President**

The Directors may from time to time elect a President of the Company and may determine the period for which such President shall hold office. Such President may be either honorary or paid such remuneration as the Directors in their discretion shall think fit, and need not be a Director but shall, if not a Director, be entitled to receive notice of and attend and speak, but not to vote, at all meetings of the board of Directors.

**101 Signature on cheques etc.**

All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, 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 Directors shall from time to time by resolution determine.

## 102 Borrowing powers

**102.1** The Directors may exercise all the powers of the Company to borrow money, to guarantee, to indemnify, to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, to issue debentures and other securities and to give security, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

**102.2** The Directors 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 the rights or powers of control the Directors can secure) that, save with the previous sanction of an Ordinary Resolution, no money shall be borrowed if the aggregate principal amount outstanding of all borrowings by the group (exclusive of borrowings owing by one member of the group to another member of the group) then exceeds, or would as a result of such borrowing exceed, an amount equal to two times the adjusted capital and reserves.

**102.3** For the purposes of Article 102.2:-

- (a) **“the adjusted capital and reserves”** means the aggregate from time to time of:-
  - (i) the amount paid up or deemed to be paid up on the issued share capital of the Company (including any shares held as treasury shares),
  - (ii) the amount standing to the credit of the reserves of the Company including any share premium account, capital redemption reserve and retained earnings,  
  
all as shown by the then latest audited balance sheet but after
  - (iii) deducting from the aggregate any debit balance on retained earnings subsisting at the date of that audited balance sheet except to the extent that a deduction has already been made, and
  - (iv) making such adjustments as may be appropriate to reflect any variation in the amount of the paid up share capital, share premium account, capital redemption reserve or other reserve since the date of the audited balance sheet;
- (b) **“borrowings”** include not only borrowings but also the following except in so far as otherwise taken into account:-
  - (i) the nominal amount of any issued and paid up share capital (other than equity share capital) of any subsidiary undertaking beneficially owned otherwise than by a member of the group,
  - (ii) the nominal amount of any other issued and paid up share capital and the principal amount of any debentures or borrowed moneys which is not at the relevant time beneficially owned by a member of the group, the redemption or repayment of which is the subject of a guarantee or indemnity by a member of the group or which any member of the group may be required to purchase,
  - (iii) the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the group,
  - (iv) the principal amount of any debenture (whether secured or unsecured) of a member of the group beneficially owned otherwise than by a member of the group,

- (v) any fixed or minimum premium payable by a member of the group on final repayment of any borrowing or deemed borrowing, and
- (vi) the minority proportion of moneys borrowed by a member of the group and owing to a partly-owned subsidiary undertaking;

but do not include:-

- (vii) borrowings incurred by any member of the group for the purpose of repaying within six months of the borrowing the whole or any part of any borrowings of that or any other member of the group outstanding at the relevant time, pending their application for that purpose within that period,
  - (viii) borrowings incurred by any member of the group for the purpose of financing any contract in respect of which any part of the price receivable under the contract by that or any other member of the group is guaranteed or insured by the Export Credits Guarantee Department or by any other governmental department or agency fulfilling a similar function, up to an amount equal to that part of the price receivable under the contract which is so guaranteed or insured,
  - (ix) borrowings of, or amounts secured on assets of, an undertaking which became a subsidiary undertaking of the Company after the date as at which the latest audited balance sheet was prepared, to the extent their amount does not exceed their amount immediately after such undertaking became such a subsidiary undertaking,
  - (x) the minority proportion of moneys borrowed by a partly-owned subsidiary undertaking and not owing to another member of the group, or
  - (xi) lease obligations to which any member of the Group is a party which would be shown as a liability in a balance sheet prepared in accordance with International Financial Reporting Standard (IFRS) 16 Leases or with any current accounting principles used in the preparation of the relevant balance sheet;
- (c) when the aggregate principal amount of borrowings required to be taken into account on any particular date is being ascertained, any particular borrowing then outstanding which is denominated or repayable in a currency other than sterling shall be notionally converted into sterling at the rate of exchange prevailing in London on the last business day before that date or, if it would result in a lower figure, at the rate of exchange prevailing in London on the last Business Day six months before that date and so that for these purposes the rate of exchange shall be taken as the spot rate in London recommended by a London clearing bank, selected by the Directors, as being the most appropriate rate for the purchase by the Company of the currency in question for sterling on the day in question;
- (d) if the amount of adjusted capital and reserves is being calculated in connection with a transaction involving a company becoming or ceasing to be a member of the group, the amount is to be calculated as if the transaction had already occurred;
- (e) “**audited balance sheet**” means the audited balance sheet of the Company prepared for the purposes of the Statutes for a financial year unless an audited consolidated balance sheet dealing with the state of affairs of the Company and its subsidiary undertakings required to be dealt with in group accounts has been prepared for those purposes for the same financial year, in which case it means that audited consolidated balance sheet, and in that case all references to reserves shall be deemed to be references to consolidated reserves;

- (f) the Company may from time to time change the accounting convention on which the audited balance sheet is based provided that any new convention adopted complies with the requirements of the Statutes; if the Company should prepare its main audited balance sheet on the basis of one convention, but a supplementary audited balance sheet on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet;
- (g) **“the group”** means the Company and its subsidiary undertakings (if any);
- (h) **“the minority proportion”** means a proportion equal to the proportion of the issued share capital of a partly-owned subsidiary undertaking which is not attributable to a member of the group; and
- (i) 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 that amount or of that fact.

## **Alternate Directors**

### **103 Alternate Directors**

- 103.1** Any Director may at any time by writing under the Director's hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person (including another Director) to be an alternate Director on the Director's behalf and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors or unless the appointee is another Director, shall have effect only upon and subject to being so approved.
- 103.2** The appointment of an alternate Director shall determine on the happening of any event which if such person were a Director would cause the alternate Director to vacate such office or if such person's appointor ceases to be a Director, otherwise than by retirement at a General Meeting at which the appointor is re-elected, or if any such person themselves resigns their office by notice in writing to the Company.
- 103.3** An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing the alternate Director is not personally present and generally at such meeting to perform all functions of the alternate Director's appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if such person (instead of such person's appointor) were a Director. If the alternate Director is also a Director or shall attend any such meeting as an alternate Director for more than one Director, such alternate Director's voting rights shall be cumulative but such alternate Director shall not be counted more than once for the purposes of the quorum. If the alternate Director's appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability the alternate Director's signature to any resolution in writing of the Directors shall be as effective as the signature of the alternate Director's appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors the foregoing provisions of this Article shall also apply *mutatis mutandis* to any meeting of any such committee of which the alternate Director's appointor is a member. An alternate Director shall not (save as aforesaid) have power to act as a Director, nor shall such alternate Director be deemed to be a Director for the purposes of these Articles, nor shall such alternate Director be deemed to be the agent of the alternate Director's appointor.
- 103.4** An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if such alternate Director were a Director but such

alternate Director shall not be entitled to receive from the Company in respect of the appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to the alternate Director's appointor as such appointor may by notice in writing to the Company from time to time direct.

## **Reserves**

### **104 Establishment of reserves**

The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same the Directors shall comply with the provisions of the Statutes.

## **Dividends**

### **105 Final dividends**

The Company may by Ordinary Resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors.

### **106 Fixed and interim dividends**

If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors 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 they think fit. Provided the Directors act in good faith they shall not incur any liability to the holders of any shares for any loss they may suffer by the lawful payment, on any other class of shares having rights ranking after or *pari passu* with those shares, of any such fixed or interim dividend as aforesaid.

### **107 Distribution in specie**

The Company may upon the recommendation of the Directors 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 Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

### **108 Ranking of shares for dividend**

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.

## **109 Manner of payment of dividends**

**109.1** Any dividend or other sum payable in cash by the Company in respect of a share may be paid by any bank or other funds transfer or payment system or by such other means including, in respect of uncertificated shares, by means of the facilities and requirements of a relevant system, as the holder (or joint holders) may in writing direct and the Company may agree. Such payment may be made to or through such person as the holder (or joint holders) may direct in writing. The Company shall have no responsibility for any sums lost or delayed in the course of payment by any such system or other means or where it has acted on any such directions and the making of payment by any such system or other means shall constitute a good discharge to the Company.

**109.2** Any dividend or other sum may be paid by cheque, warrant or similar financial instrument sent by post addressed to the holder at their registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at their address as appearing in the Register or addressed to such person and at such address as the holder (or joint holders) may in writing direct. Every cheque, warrant or similar financial instrument shall, unless the holder (or joint holders) otherwise directs, be made payable to the holder or, in the case of joint holders, to the holder whose name stands first on the Register in respect of the shares, and shall be sent at the holder's or holders' risk and payment of the cheque, warrant or similar financial instrument by the financial institution on which it is drawn shall constitute a good discharge to the Company.

**109.3** In respect of the payment of any dividend or other sum, the Directors may decide, and notify the holder (or joint holders), that:

- (a) one or more of the means of payment described in Articles 109.1 and 109.2 above will be used for payment and, where more than one means will be used, a holder (or joint holders) may elect to receive the payment by one of the means so notified in the manner prescribed by the Directors;
- (b) one or more such means will be used for the payment unless a holder (or joint holders) elects for another means of payment in the manner prescribed by the Directors; or
- (c) one or more of such means will be used for the payment and that holders will not be able to elect to receive the payment by any other means.

The Directors may for this purpose decide that different methods of payment may apply to different holders or groups thereof.

**109.4** If:

- (a) a holder (or joint holders) does not specify an address, or does not specify an account of a type prescribed by the Directors, or does not specify other details, and in each case that information is necessary in order to make a payment of a dividend or other sum by the means by which in accordance with this Article the Directors have decided that a payment is to be made, or by which the holder (or joint holders) has validly elected to receive payment; or
- (b) payment cannot be made by the Company using the details provided by the holder (or joint holders),

the dividend or other sum shall be treated as unclaimed for the purposes of these Articles.

**109.5** Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares held by them.

**109.6** Where a person is entitled by transmission to a share, any dividend or other sum payable by the Company in respect of the share may be paid as if that person were a holder of the share and that person's address noted in the Register were their registered address and where two or more persons are so entitled, any one of them may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares.

**109.7** Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Directors may determine, using such exchange rate for currency conversions as the Directors may select.

#### **110 No interest on dividends**

Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

#### **111 Retention of dividends**

**111.1** The Directors may retain any 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 moneys payable to the Company in respect of that share.

**111.2** The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions of these Articles as to the transmission of shares entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.

#### **112 Unclaimed dividend**

The payment by the Directors 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 was declared or became due for payment shall be forfeited and shall revert to the Company.

#### **113 Waiver of dividend**

The waiver in whole or in part of any dividend on any share shall be effective only if such waiver is in writing (whether or not executed as a deed), signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company, and if or to the extent that the same is accepted as such or acted upon by the Company.

### **Capitalisation of Profits and Reserves**

#### **114 Capitalisation of profits and reserves**

**114.1** The Directors may, with the sanction of an Ordinary Resolution of the Company, capitalise all or part of any amount standing to the credit of any of the Company's reserve accounts or all or part of any amount standing to the credit of any fund (including the retained earnings) at the



relevant time whether or not the same is available for distribution and accordingly that the amount to be capitalised be set free for distribution among the members or any class of members who would be entitled to it if it were distributed by way of dividend and in the same proportions, on the footing that it is applied either in or towards paying up the amounts unpaid at the relevant time on any shares in the Company held by those members respectively or in paying up in full shares, debentures or other obligations of the Company to be allotted and distributed credited as fully paid up among those members, or partly in one way and partly in the other, but so that, for the purposes of this Article: (a) a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in paying up in full shares of the Company that are to be allotted and distributed as fully paid up; and (b) where the amount capitalised is applied in paying up in full shares that are to be allotted and distributed as fully paid up, the Company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of members to the distribution will be calculated accordingly.

- 114.2** The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned, and may determine that cash payments shall be made to any members in order to adjust the rights of all parties.

## **Scrip Dividends**

### **115 Scrip dividends**

- 115.1** Subject as provided in these Articles, the Directors may, if authorised by an Ordinary Resolution of the Company, offer any holders of Ordinary Shares (excluding any member holding shares as treasury shares) the right to elect to receive Ordinary Shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by Directors) of any dividend specified by the Ordinary Resolution.
- 115.2** The Ordinary Resolution may specify some or all of a particular dividend (whether or not already declared) or may specify some or all of any dividends declared or paid within a specified period, but such period may not end later than the third anniversary of the date of the meeting at which the Ordinary Resolution is passed.
- 115.3** The Directors may either offer such rights of election in respect of the next dividend (or part thereof) proposed to be paid; or may offer such rights of election in respect of that dividend and all subsequent dividends, until such time as the election is revoked; or may allow shareholders to make an election in either form.
- 115.4** The basis of allotment on each occasion shall be determined by the Directors so that the value of the Ordinary Shares to be allotted in lieu of any amount of dividend shall, as nearly as may be considered convenient, equal (but not exceed) the cash amount (disregarding any tax credit) of the dividend in respect of which the relevant holder elects to receive Ordinary Shares instead of cash. For such purpose the value of an Ordinary Share shall be the average of the middle market quotations of an Ordinary Share on the London Stock Exchange, as derived from the Daily Official List (or any other publication of a recognised investment exchange

showing quotations for the Company's Ordinary Shares), on each of five consecutive dealing days as the Directors shall determine provided that the first of such days shall be on or after the day on which the Ordinary Shares are first 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 value of the Ordinary Shares to be allotted 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.

- 115.5** If the Directors determine to offer such right of election on any occasion they shall give notice to the shareholders of the Ordinary Shares of such right and specify the procedure to be followed which, for the avoidance of doubt, may include an election by means of a relevant system and the place which, and the latest time by which, elections must be lodged in order for elections to be effective. No such notice need be given to a shareholder who has previously made, and has not revoked, an earlier election to receive Ordinary Shares in lieu of all future dividends, but instead the Company shall send the shareholder a reminder that the shareholder has made such an election, indicating how that election may be revoked in time for the next dividend proposed to be paid. The accidental omission to send or supply notice of any right of election to, or the non-receipt of any such notice by (even if the Company becomes aware of such failure to send or supply or non-receipt of any such notice), any holder of Ordinary Shares entitled to the same shall neither invalidate any offer of an election nor give rise to any claim, suit or action.
- 115.6** On each occasion the dividend (or that part of the dividend in respect of which a right of election has been exercised) shall not be payable on elected Ordinary Shares, and in lieu thereof additional shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the Directors shall capitalise, out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or fund (including the retained earnings) at the relevant time whether or not the same is available for distribution as the Directors may determine, a sum equal to the aggregate nominal amount of additional Ordinary Shares to be allotted on that occasion on such basis and shall apply the same in paying up in full the appropriate number of Ordinary Shares for allotment and distribution to and amongst the holders of the elected Ordinary Shares on such basis. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation.
- 115.7** The additional Ordinary Shares so allotted on any occasion shall rank *pari passu* in all respects with the fully-paid Ordinary Shares then in issue save only as regards participation in the relevant dividend.
- 115.8** Article 114 shall apply (*mutatis mutandis*) to any capitalisation made pursuant to this Article.
- 115.9** No fraction of an Ordinary Share shall be allotted. The Directors may make such provision as they think fit for any fractional entitlements including, without limitation, provision whereby, in whole or in part, the benefit thereof accrues to the Company and/or fractional entitlements are accrued and/or retained without interest and in either case accumulated on behalf of any shareholder of Ordinary Shares.
- 115.10** The Directors may exclude from any offer, or make other arrangement in relation to, any holders of Ordinary Shares where the Directors believe that such exclusion or arrangement is necessary or expedient in relation to legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory, or the Directors believe that for any other reason the offer should not be made to them.

- 115.11** The Directors may decide how any costs relating to making new shares available in place of cash dividend will be met, including deciding to deduct an amount from the entitlement of a shareholder under this Article.
- 115.12** In relation to any particular proposed dividend the Directors may in their absolute discretion decide (a) that shareholders shall not be entitled to make any election in respect thereof and that any election previously made shall not extend to such dividend or (b) at any time prior to the allotment of the Ordinary Shares which would otherwise be allotted in lieu thereof, that all elections to take shares in lieu of such dividend shall be treated as not applying to that dividend, and if so the dividend shall be paid in cash as if no elections had been made in respect of it.
- 115.13** The Directors 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.
- 115.14** Unless the Directors otherwise determine, or unless the uncertificated securities rules otherwise require, the new Ordinary Shares which a member has elected to receive instead of cash in respect of the whole (or some part) of the specified dividend declared or paid in respect of the member's elected Ordinary Shares shall be in uncertificated form (in respect of the member's elected Ordinary Shares which were in uncertificated form on the date of the member's election) and in certificated form (in respect of the member's elected Ordinary Shares which were in certificated form on the date of the member's election).
- 115.15** The Directors may also from time to time establish or vary a procedure for election mandates, which, for the avoidance of doubt, may include an election by means of a relevant system, under which a holder of Ordinary Shares may elect in respect of future rights of election offered to that holder under this Article until the election mandate is revoked or deemed to be revoked in accordance with the procedure.

## **Record Date**

### **116 Record date**

Notwithstanding any other provision of these Articles, the Company or the Directors may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made. The power to fix any such record date shall include the power to fix a time on the chosen date.

## **Accounts**

### **117 Inspection of records**

No member in their capacity as such shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law, ordered by a court of competent jurisdiction or authorised by the Directors or by Ordinary Resolution of the Company.

### **118 Summary financial statements**

The Company may send or supply copies of its strategic reports with supplementary material to members of the Company instead of copies of its full accounts and reports.

## **Auditors**

### **119 Validity of auditor's acts**

Subject to the provisions of the Statutes, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in the appointment or that such person was at the time of the appointment not qualified for appointment or subsequently became disqualified.

### **120 Auditor's right to attend General Meetings**

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 on any part of the business of the meeting which concerns the auditor.

## **Notices**

### **121 Service of notices**

**121.1** Any notice, document (including a share certificate) or other information may be served on or sent or supplied to any member by the Company:-

- (a) personally;
- (b) by sending it through the post addressed to the member at the member's registered address or by leaving it at that address addressed to the member;
- (c) by means of a relevant system;
- (d) where appropriate, by sending or supplying it in electronic form to an address notified by the member to the Company for that purpose;
- (e) where appropriate, by making it available on a website and notifying the member of its availability in accordance with this Article; or
- (f) by any other means authorised in writing by the member.

**121.2** Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the expiration of 24 hours (or, where second-class mail is employed, 48 hours) after the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

**121.3** Any notice, document or other information not served, sent or supplied by post but left by the Company at a registered address or at an address (other than an address for the purposes of communications by electronic means) notified to the Company in accordance with these Articles by a person who is entitled by transmission to a share shall be deemed to have been received on the day it was so left.

**121.4** Any notice, document or other information served, sent or supplied by the Company by means of a relevant system shall be deemed to have been received when the Company or any sponsoring system-participant acting on its behalf sends the issuer-instruction relating to the notice, document or other information.

**121.5** Any notice, document or other information served, sent or supplied by the Company using electronic means shall be deemed to have been received on the day on which it was sent

notwithstanding that the Company subsequently sends a hard copy of such notice, document or information by post. Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this Article. In proving that a notice, document or other information served, sent or supplied by electronic means was served, sent or supplied, it shall be sufficient to prove that it was properly addressed.

**121.6** Any notice, document or other information served, sent or supplied by the Company by any other means authorised in writing by the member concerned shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

**121.7** The Company may at any time and in its sole discretion choose to (a) serve, send or supply notices, documents or other information in hard copy form alone to some or all members and (b) not to serve, send or supply a notice, document or other information to a particular member where it considers this necessary or appropriate to deal with legal, regulatory or practical problems in, or under the laws of, any territory.

## **122 Joint holders**

**122.1** Any notice in writing given to that one of the joint holders of a share whose name stands first in the Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such.

**122.2** In the case of joint holders of a share, anything to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them may be agreed or specified by any one of the joint holders and the agreement or specification of the senior shall be accepted to the exclusion of that 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.

## **123 Deceased and bankrupt members**

**123.1** A person who is entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law, upon supplying the Company with a postal address for the service of notices and the despatch or supply of documents and other information and/or an address for the purposes of communications by electronic means shall be entitled to have served upon or sent or supplied to that person at such address any notice, document or other information to which the said member would have been entitled as the holder of that share or, where applicable, to be notified at that address of the availability of the notice, document or other information on a website.

**123.2** In either case, such service, sending or supply shall for all purposes be deemed a sufficient service, sending or supply of such notice, document or other information on all persons interested (whether jointly with or as claimants through or under that person) in the share.

**123.3** Otherwise, any notice, document or other information served on or sent or supplied to any member pursuant to these Articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served, sent or supplied in respect of any share registered in the name of that member as sole or joint holder.

**123.4** The Company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all persons who are entitled to a member's shares in consequence of the death or bankruptcy of a member or otherwise by operation of law and may also in its sole discretion, where it considers necessary or appropriate to deal with legal, regulatory or practical problems in, or under the laws of, any territory, determine not to serve, send or supply a particular notice, document or other information to any particular such person.

#### **124 Overseas members**

For a member registered on a branch register, notices, documents or other information can be posted or despatched in the United Kingdom or in the country where the branch register is kept.

#### **125 Suspension of postal services**

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 shareholders' meeting by notices sent through the post, the Company need only give notice of the meeting to those members with whom the Company can communicate by electronic means and who have provided the Company with an address for this purpose. The Company shall also advertise the notice in at least one national newspaper and make it available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment thereof. If at least six clear days prior to the meeting the sending or supply of notices by post in hard copy form has again become generally possible, the Company shall send or supply confirmatory copies of the notice by post to those members who would otherwise receive the notice in hard copy form.

### **Winding Up**

#### **126 Directors' power to petition**

The Directors 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.

### **Destruction of Documents**

#### **127 Destruction of documents**

**127.1** Subject to compliance with the uncertificated securities rules, the Company shall be entitled to destroy:

- (a) all instruments of transfer or other documents which have been registered or on the basis of which registration was made at any time after the expiration of six years from the date of registration thereof;
- (b) all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof;
- (c) all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof;
- (d) any instrument of proxy which has been used for the purpose of a poll at any time after a period of one year has elapsed from the date of use; and

- (e) any instrument of proxy which has not been used for the purpose of a poll at any time after a period of one month has elapsed from the end of the meeting to which the instrument of proxy relates.

**127.2** It shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing herein contained 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 other circumstances which would not attach to the Company in the absence of this Article; and
- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

## **Indemnity**

### **128 Indemnity**

**128.1** Subject to the provisions of the Statutes, any Director of the Company or any associated company may be indemnified by the Company out of its own funds against any liability.

**128.2** Subject to the provisions of the Statutes, the Company may purchase and maintain for any Director of the Company or any associated company insurance against any liability.

**128.3** No Director of the Company or of any associated Company shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming Director of the Company.

**128.4** In this Article, the term "Director" shall include any former Director.

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