

Company Number: 10746796

Companies Act 2006

Public Company Limited by Shares

ARTICLES OF ASSOCIATION

of

ALTUS STRATEGIES PLC

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Company number: 10746796

COMPANIES ACT 2006
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
ALTUS STRATEGIES PLC¹
(the “Company”)

1 PRELIMINARY

1.1 In these Articles of Association, the following words and expressions have the following meanings if not inconsistent with the subject or context:

“**Act**” Companies Act 2006.

“**address**” in relation to any document or information sent or supplied by electronic means, includes any number or address (including, in the case of any Uncertificated Proxy Instruction permitted in accordance with these Articles, an identification number of a participant in the relevant system concerned) used for the purposes of the sending or supply of such document or information.

“**Articles**” these articles of association as amended from time to time.

“**auditors**” the auditors of the Company for the time being and from time to time.

“**Board**” the board of directors of the Company for the time being and from time to time or the Directors present at a duly convened meeting of the Directors at which a quorum is present.

“**clear days**” in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

“**Directors**” the directors of the Company for the time being and from time to time.

“**elected**” elected or re-elected.

“**electronic form**” and “**electronic means**” have the same meaning given to such terms respectively in section 1168 of the Act.

¹ The name of the Company was changed from Altus Resources plc on 6 June 2017 by a resolution of the Board passed on 5 June 2017.

“**executed**” includes any mode of execution.

“**FSMA**” the Financial Services and Markets Act 2000 (as amended from time to time).

“**group**” the Company and its subsidiary undertakings for the time being.

“**holder**” in relation to shares, the member whose name is entered in the register as the holder of those shares.

“**London Stock Exchange**” the London Stock Exchange plc or any successor body carrying on its functions.

“**Member**” a member of the Company.

“**month**” calendar month.

“**office**” the registered office of the Company for the time being and from time to time.

“**Operator**” a person approved under the Regulations as Operator of a relevant system.

“**paid up**” paid up or credited as paid up.

“**recognised person**” a recognised clearing house acting in relation to a recognised investment exchange, or a nominee of a recognised clearing house acting in that way, or a nominee of a recognised investment exchange.

“**register**” the register of members of the Company and shall, so long as the Regulations so permit or require, include so far as relevant a related Operator register of members.

“**Regulations**” the Uncertificated Securities Regulations 2001 (SI 2001 No.2001/3755) (as amended from time to time).

“**seal**” the common seal of the Company.

“**secretary**” the secretary of the Company or any other person appointed to perform any of the duties of the secretary of the Company including a joint, temporary, assistant or deputy secretary.

“**Section 793 Notice**” a notice given by the Company under section 793 of the Act.

“**Sterling**” means the lawful currency of the United Kingdom.

“**Uncertificated Proxy Instruction**” a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on

behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system concerned).

“**United Kingdom**” Great Britain and Northern Ireland.

“**year**” calendar year.

1.2 Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa.

1.3 Any words or expressions defined in the Act or the Regulations shall, if not inconsistent with the subject or context and unless otherwise expressly defined in these Articles, bear the same meaning in these Articles save that the word “**company**” shall include any body corporate.

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

1.5 References to:

1.5.1 “**mental disorder**” mean mental disorder as defined in section 1 of the Mental Health Act 1983 or the Mental Health (Scotland) Act 1984 (as the case may be);

1.5.2 any statute, regulation or any section or provision of any statute or regulation, if consistent with the subject or context, shall include any corresponding or substituted statute, regulation or section or provision of any amending, consolidating or replacement statute or regulation;

1.5.3 an Article by number are to a particular Article of these Articles;

1.5.4 a “**meeting**” shall be taken as not requiring more than one person to be present if any quorum requirement can be satisfied by one person;

1.5.5 a “**person**” include references to a body corporate and to an unincorporated body or persons;

1.5.6 a share (or to a holding of shares) being “**in uncertificated form**” or “**in certificated form**” are references respectively to that share being an uncertificated unit of a security or a certificated unit of a security;

1.5.7 “**writing**” means the representation or reproduction of words, symbols or other information in a visible and non-transitory form

by any method or combination of methods and whether comprised in an electronic form or otherwise and “**written**” shall be construed accordingly;

1.5.8 a “**document**” include, unless the context otherwise requires, references to documents sent or received in electronic form;

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

1.5.10 an “**instrument**” mean, unless the context requires otherwise, a written document having tangible form and not comprised in an electronic form; and

1.5.11 a notice or other document being “**sent**” or “**given**” to or by a person mean such notice or other document, or a copy of such notice or other document, being sent, given, delivered, issued or made available to or by, or served on or by, or deposited with or by that person by any method authorised by these Articles, and “**sending**” and “**giving**” shall be construed accordingly.

1.6 In these Articles:

1.6.1 powers of delegation shall not be restrictively construed;
and

1.6.2 the words “**Board**” or “**Directors**” in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more Directors or any Director holding executive office to which or, as the case may be, to whom the power in question has been delegated.

2 **EXCLUSION OF OTHER REGULATIONS**

This document comprises the Articles of Association of the Company and no regulations or articles set out in any statute or statutory instrument concerning companies shall apply as Articles of Association of the Company.

3 **LIMITED LIABILITY**

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

4 **CHANGE OF NAME**

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

5 SHARE RIGHTS AND VARIATION OF RIGHTS

- 5.1 Subject to the provisions of the Act, and without prejudice to any rights for the time being conferred on the holders of any shares or class of shares, any share in the Company may be allotted with such preferred, deferred or other rights or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine or, if no such determination be made, as the Directors may determine.
- 5.2 Subject to the provisions of the Act and to the authority of the Company in general meeting required by the Act, the Board may offer, allot (with or without a right of renunciation), issue or grant options over or otherwise deal with or dispose of shares in the Company to such persons, at such time, for such consideration and generally on such terms and conditions as the Board may determine.
- 5.3 Subject to any rights conferred on the holders of any other shares, shares may be issued on terms that they are to be redeemed or are liable to be redeemed, including at the option of the Company or a Member and otherwise on such terms and conditions and in such manner as shall be determined by the Board prior to the date on which such shares are allotted.
- 5.4 The Company may give financial assistance for the acquisition of shares in the Company to the extent that it is not restricted by the Act.
- 5.5 In addition to all other powers of paying commissions, the Company may exercise the powers conferred by the Act (and subject to the provisions of the Act) of paying commissions in connection with the issue of any shares in the Company or the sale for cash of treasury shares held by the Company. Subject to the provisions of the Act and the rules of any regulatory body or stock exchange with which the Company must comply from time to time, any such commissions may be satisfied by the payment of cash or, with the sanction of an ordinary resolution, by the allotment of fully or partly paid shares of the Company or by any such combination. The Company may also, on any issue of shares, pay such brokerage as may be lawful.
- 5.6 Except as required by law, no person will be recognised by the Company as holding any share upon any trust, and (except only as otherwise provided by these Articles or as required by law or an order of a court of competent jurisdiction) the Company will 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 fraction or part of a share or any other right in respect of any share except an absolute right to the entirety thereof in the holder.
- 5.7 Subject to the provisions of the Act, if at any time the capital of the Company is divided into different classes of shares, all or any of the rights or privileges attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, either in such manner, if any,

as may be provided by such rights or, in the absence of any such provision, with the consent in writing of the holders of at least three-quarters in nominal value of the issued shares of that class (excluding any shares held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of that class (but not otherwise).

- 5.8 To every such separate meeting referred to in Article 5.7, all the provisions of these Articles relating to general meetings of the company or to the proceedings at them shall apply with any necessary modifications, except that the necessary quorum at any such meeting other than an adjourned meeting will be two or more persons present holding or representing by proxy at least one third in nominal value of the issued shares of the class in question. The quorum at an adjourned meeting will be one person holding shares of the class in question or his proxy. Any holder of shares of the class in question present in person or by proxy may demand a poll.
- 5.9 None of the creation or issue of shares ranking equally with or subsequent to the shares of any class, nor anything done by the Company permitting in accordance with the Regulations the holding of and transfer of title to shares of that or any other class in uncertificated form by means of a relevant system will, unless otherwise expressly provided by these Articles or the rights attached to such shares as a class, be deemed to be a variation of the rights of such shares.

6 SHARE CERTIFICATES AND SHARES IN UNCERTIFICATED FORM

- 6.1 Subject to Articles 6.8 to 6.11 and the provisions of the Regulations, every person (other than a person in respect of whom the Company is not required by law to complete and have ready for delivery a certificate by virtue of section 769 of the Act) whose name is entered as a holder of any share in the register shall be entitled without payment to receive one certificate for all the shares of each class for the time being held by him or, with the consent of the Board and upon payment of such reasonable out-of-pocket expenses as the Directors may from time to time determine, for every certificate after the first, to several certificates each for one or more of his shares.
- 6.2 Subject to the provisions of the Act and the rules of any recognised investment exchange (as defined in FSMA) or other stock exchange with which the Company must comply from time to time, every certificate will:
- 6.2.1 be issued within two months after allotment or the lodgement with the Company of the transfer of the shares, not being a transfer which the company is for any reason entitled to refuse to register and does not register, unless the conditions of issue of such shares otherwise provide or except as exempted by virtue of 769 of the Act;
- 6.2.2 be under the official seal kept by the company by virtue of section 50 of the Act, or signed by at least two Directors or by at least

one Director and the Secretary, or otherwise in accordance with the Act;
and

- 6.2.3 specify the number and class and distinguishing numbers, if any, of the shares to which it relates and the amount paid up on them.
- 6.3 The Company is not bound to register more than four persons as the joint holders of any share or shares except in the case of executors or trustees of a deceased Member. In the case of a share held jointly by several persons, the company is not bound to issue more than one certificate for it. Delivery of a certificate for a share to one of several joint holders will be sufficient delivery to all.
- 6.4 Subject to Articles 6.8 to 6.11, where a holder of any share transfers part of his holding of shares, he will be entitled to a certificate for the balance of his holding without charge.
- 6.5 Share certificates and certificates for debentures and, subject to the provisions of any instrument constituting or securing them, certificates issued under the official seal kept by the Company by virtue of section 50 of the Act, need not be signed or counter-signed or the signatures may be affixed to them by such mechanical means as may be determined by the Directors.
- 6.6 Subject to Articles 6.8 to 6.11, if a share certificate is lost, destroyed, defaced or worn out, it will be renewed on such terms, if any, as to evidence and indemnity as the Directors think fit and, in case of defacement or wearing out, on delivery to the Company of the old certificate.
- 6.7 The Company will not make any charge for any certificate issued under Article 6.6 but will be entitled to charge for any exceptional out-of-pocket expenses it incurs relating to the issue of any new certificate.
- 6.8 The Directors shall have power to implement whatever arrangements they, in their absolute discretion, see fit in order for any class of shares to be a participating security (subject always to the Regulations and the facilities and requirements of the relevant system concerned). Where they do so, Articles 6.9 to 6.11 will take effect immediately prior to the time at which the Operator of the relevant system concerned permits the class of shares concerned to be a participating security.
- 6.9 In relation to any class of shares which is, for the time being, a participating security, and for as long as that class remains a participating security, no provision of these Articles will apply or have effect to the extent that it is in any respect inconsistent with:
- 6.9.1 the holding of shares of that class in uncertificated form;
- 6.9.2 the transfer of title to shares of that class by means of a relevant system; or
- 6.9.3 the Regulations;

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 Regulations, of an Operator register of securities in respect of shares of that class in uncertificated form.

6.10 Without prejudice to the generality of Article 6.9 and notwithstanding anything contained in these Articles, where any class of share is, for the time being, a participating security (such class being referred to in these Articles as the “**Relevant Class**”):

6.10.1 the register relating to the Relevant Class shall be maintained at all times in the United Kingdom;

6.10.2 shares of the Relevant Class may be issued in uncertificated form in accordance with and subject to the Regulations;

6.10.3 unless the Directors decide otherwise, shares of the Relevant Class held by the same holder or joint holder in certificated form and uncertificated form will be treated as separate holdings;

6.10.4 shares of the Relevant Class may be changed from uncertificated to certificated form and from certificated to uncertificated form in accordance with and subject to the Regulations;

6.10.5 title to shares of the Relevant Class which are recorded on the register as being held in uncertificated form may be transferred by means of the relevant system concerned and accordingly (and in particular) Article 10 will not apply to those shares to the extent that that Article requires or contemplates the effecting of a transfer by an instrument in writing and the production of a certificate for the shares to be transferred;

6.10.6 the Company will comply with the provisions of Regulations 25 and 26 in relation to the Relevant Class;

6.10.7 the provisions of these Articles relating to meetings of or including holders of the Relevant Class, including notices of such meetings, will be subject to Regulation 41; and

6.10.8 Articles 6.1 to 6.7 will not apply so as to require the company to issue a certificate to any person holding shares of the Relevant Class in uncertificated form.

6.11 The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the Regulations 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 upon 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).

7 LIEN

- 7.1 The Company shall have a first and paramount lien on every share, which is not a fully paid share, for all money, whether presently due or not, payable in respect of such share. The Company's lien, if any, on a share extends to all dividends or other money payable on it or in respect of it. The Directors may resolve that any share will be exempt from the provisions of this Article for any specified period.
- 7.2 For the purpose of enforcing such lien, the Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, provided that a sum in respect of which the lien exists is presently payable and is not paid within 14 days after notice in writing (stating and demanding payment of the money presently payable and giving notice of intention to sell the shares in default) has been served on the holder for the time being of such share or the person entitled by reason of his death or bankruptcy to such share.
- 7.3 The net proceeds of any such sale will be applied in or towards payment or satisfaction of the liability in respect of which the lien exists so far as the same is presently payable and any residue will, upon surrender to the Company for cancellation of the certificate for the shares sold (where applicable) and subject to a like lien in respect of sums not presently payable as existed upon the shares prior to the sale, be paid to the person entitled to the shares immediately prior to the sale.
- 7.4 For giving effect to any such sale, the Board may authorise such person as it directs to sign any instrument of transfer of the shares sold to, or in accordance with the directions of, their purchaser. The purchaser will be registered as the holder of the shares so transferred and he will not be bound to see to the application of the purchase money, nor will his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

8 CALLS ON SHARES

- 8.1 Subject to these articles and the terms of allotment of any shares, the Board may make calls upon the Members in respect of any money unpaid on their shares (whether in respect of the nominal value of the shares or by way of premium). Every Member will (subject to being given at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company the amount called on his shares as required by the notice. A

person on whom a call is made will remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

- 8.2 A call may be payable by instalments and may be postponed or wholly revoked or in part revoked as the Board may determine.
- 8.3 A call will be deemed to have been made at the time when the resolution of the Board authorising the call was passed.
- 8.4 The joint holders of a share are jointly and severally liable to pay all calls in respect of it and any one of such persons may give effective receipts for any return of capital payable in respect of such shares.
- 8.5 If, by the terms or conditions of allotment or issue of any share in the Company, any amount is payable in respect of such shares by instalments, every such instalment will be payable as if it were a call duly made by the Directors of which due notice had been given.
- 8.6 If a sum called in respect of a share is not paid before or on the day appointed for its payment, the person from whom the sum is due must pay interest on the sum at such rate as may be fixed by the terms of allotment of the share or, if no rate is fixed, at the appropriate rate (as defined by section 592 of the Act) from the day appointed for its payment to the time of actual payment. The Directors are at liberty to waive payment of such interest wholly or in part.
- 8.7 Any sum which, by or pursuant to the terms of issue of a share, becomes payable whether on allotment or at any fixed date and whether on account of the nominal value of the share or by way of premium will, for the purposes of these Articles, be deemed to be a call duly made, notified and payable on the date on which, by or pursuant to the terms of allotment or issue, it becomes payable. In case of non-payment, all the relevant provisions of these Articles as to payment of interest, forfeiture and otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 8.8 The Board may on the allotment of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
- 8.9 The Board may, if it thinks fit, receive from any Member willing to advance it all or any part of the money uncalled and unpaid upon any shares held by him (beyond the sums actually called up on them) as a payment in advance of calls and such payment in advance of calls will extinguish the liability upon the shares in respect of which it is advanced to the extent of the payment. The Company may pay interest upon the money so received, or so much of it as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received and until the time which it would otherwise (but for the advance) have become presently payable, at such rate as the Member paying such sum and the Directors agree. Any

such sum paid in advance of calls will not entitle the holder of the shares in question to participate in any dividend or other payment or distribution subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment in advance, become presently payable.

9 FORFEITURE OF SHARES

- 9.1 If a Member fails to pay the whole or any part of any call or instalment of a call before or on the date appointed for its payment, the Board may, at any time after that date, during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued on it and all expenses incurred by the Company by reason of such non-payment.
- 9.2 The notice shall fix a further date (not being earlier than 14 clear days from the date of the notice), on or before which, and the place where, the payment required by the notice is to be made, and will state that, in the event of non-payment on or before the date and at the place appointed, the shares on which the call was made will be liable to be forfeited.
- 9.3 If the requirements of any such notice are not complied with, any share in respect of which such notice has been given may, at any time before payment of all calls and interest and other sums due in respect of it has been made, be forfeited by a resolution of the Directors to that effect. Every forfeiture will include all dividends and other payments or distributions which have been declared in respect of the forfeited shares and not actually paid before the forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Board.
- 9.4 When any share has been forfeited, notice of the forfeiture will be served upon the person who was before forfeiture the holder, or the person entitled to the same by transmission, but no forfeiture will be in any manner invalidated by any omission or neglect to give such notice. Subject to the provisions of the Act, any share so forfeited will be deemed to be the property of the Company, no voting rights may be exercised in respect of it and the Directors may, within three years of such forfeiture, sell, re-allot or otherwise dispose of it in such manner as they think fit, either to the person who was before the forfeiture its holder or to any other person, and either with or without any past or accruing dividends and, in the case of re-allotment, with or without any money paid on it by the former holder being credited as paid up on it. Any share not so disposed of within a period of three years from the date of its forfeiture will be cancelled in accordance with the provisions of the Act. Where, for the purposes of its disposal, a forfeited share is to be transferred to any person, the Board may authorise any person to execute an instrument of transfer of the share.

- 9.5 The Directors may, at any time before any share so forfeited has been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture upon such conditions as they think fit.
- 9.6 A person whose shares have been forfeited ceases to be a Member in respect of the forfeited shares but, notwithstanding the forfeiture, remains liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares together with interest on such sum at the rate specified in Article 8.6 from the date of forfeiture until payment and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture.
- 9.7 A statutory declaration by a Director or the secretary that a share has been duly forfeited on a date stated in the declaration is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. Such declaration and the receipt by the Company of the consideration, if any, given for the share on its subsequent sale, re-allotment or disposal, together with the certificate, if any, for the share delivered to a purchaser or allottee of it (subject to the execution of an instrument of transfer if so required) constitutes a good title to the share. The person to whom the share is sold, re-allotted or disposed of will be registered as its holder and will not be bound to see to the application of the consideration, if any, nor will his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.
- 9.8 The Directors may accept the surrender of any share liable to be forfeited under these Articles and, in any such case, any reference in these Articles to forfeiture includes surrender.

10 **TRANSFER OF SHARES**

- 10.1 Subject to Articles 6.8 to 6.11, the instrument of transfer of a share may be in any usual form or in any other form which the Board may approve.
- 10.2 The instrument of transfer, if any, must be signed by or on behalf of the transferor and, in the case of a partly paid share, by or on behalf of the transferee. The transferor will be deemed to remain the holder until the name of the transferee is entered in the register in respect of it.
- 10.3 Each Member may transfer all or any of his shares which are in uncertificated form by means of a relevant system in such manner provided for, and subject as provided in, the uncertificated securities rules. 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.

- 10.4 The Board may refuse to register any transfer of shares:
- 10.4.1 which are not fully paid;
 - 10.4.2 which are held in certificated form, unless the instrument of transfer is duly stamped, is deposited at the office or such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - 10.4.3 which are held in certificated form, unless the instrument of transfer is in respect of only one class of share;
 - 10.4.4 in the event that the proposed transfer is in favour of more than four transferees; and
 - 10.4.5 which are held in uncertificated form, in the circumstances set out in the Regulations.
- 10.5 If the Board refuses to register a transfer of any shares, it shall, within two months after the date on which the instrument of transfer was lodged with the Company (or, in the case of shares held in uncertificated form, the date on which the Operator instruction was received) send to the transferor and the transferee notice of the refusal.
- 10.6 The Board may refuse to register a transfer of uncertificated shares in any circumstances that are allowed or required by the uncertificated securities rules and the relevant system.
- 10.7 The Company is not entitled to charge any fee in respect of the registration of any instrument of transfer, probate, letters of administration, certificate of marriage or death, power of attorney, stop notice or other document relating to or affecting the title to any shares.
- 10.8 All instruments of transfer which are registered will, subject to Article 43.1, be retained by the Company but any instrument of transfer which the Directors refuse to register will, except in any case of fraud, be returned to the person depositing it when notice of refusal is given.
- 10.9 Nothing in these Articles precludes the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

11 TRANSMISSION OF SHARES

- 11.1 In the 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 he was a sole or only surviving holder) are the only persons

recognised by the Company as having any title to his interest in the shares, but nothing in this Article will release the estate of a deceased joint holder from any liability in respect of any share held by him jointly with other persons.

- 11.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or by operation of law may, upon such evidence as to his title being produced as may from time to time be required by the Directors, and subject as provided in these Articles, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as its holder.
- 11.3 A person entitled by transmission to a share in uncertificated form who elects to have some other person registered shall either:

- 11.3.1 procure that instructions are given by means of the relevant system to effect transfer of such uncertificated share to that person; or
- 11.3.2 change the uncertificated share to certificated form and execute an instrument of transfer of that certificated share to that person.
- 11.4 If the person so becoming entitled elects to be registered himself, he must deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered, he must signify his election by signing an instrument of transfer of the share in favour of that person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer shares and the registration of transfers of shares apply to any such notice and transfer as if the death or bankruptcy of the Member or other event giving rise to transmission had not occurred and the notice or transfer were an instrument of transfer signed by the Member.
- 11.5 A person becoming entitled to a share in consequence of the death or bankruptcy of a Member or by operation of law will, upon supply to the Company of such evidence as the Directors may reasonably require as to his title to the share, be entitled to receive and may give a discharge for all dividends and other money payable in respect of the share but he will not be entitled in respect of that share to receive notices of or to attend or vote at meetings of the Company or at any separate meetings of the holders of any class of shares or, except as previously stated, to any of the rights or privileges of a Member until he has become a holder in respect of the share in question. The Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and, if the notice is not complied with within 60 days, such person will be deemed to have elected to be registered as a Member in respect of the share and may be registered accordingly.

12 DISCLOSURE OF INTERESTS IN SHARES

- 12.1 If at any time the Board is satisfied that any Member, or any other person appearing to be interested in shares held by such Member, has been duly served with a Section 793 Notice and is in default for the prescribed period (as defined in Article 12.6) 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 the Board may, in its absolute discretion at any time thereafter by notice (a “**disenfranchisement notice**”) to such Member direct that:
- 12.1.1 in respect of the shares in relation to which the default occurred (the “**default shares**”, which expression includes any shares issued after the date of the Section 793 Notice in respect of those shares) the Member shall not be entitled to attend or vote either personally or by proxy or by representative at a general meeting or at a separate meeting of the holders of that class of shares or on a poll; and

- 12.1.2 where the default shares represent at least 0.25 per cent. in nominal value of the issued shares of their class (calculated exclusive of any shares of that class held as treasury shares), the disenfranchisement notice may additionally direct that in respect of the default shares:
- 12.1.2.1 no payment shall be made by way of dividend and no share shall be allotted pursuant to Article 36.12;
- 12.1.2.2 no transfer of any default share shall be registered unless:
- (a) the Member is not himself in default as regards supplying the information requested and the transfer, when presented for registration, is accompanied by a certificate by the Member in such form as the Board may in its absolute discretion require to the effect that, after due and careful enquiry, the Member is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer;
 - (b) the transfer is an approved transfer (as defined in Article 12.6); or
 - (c) registration of the transfer is required by the Regulations.
- 12.2 The Company shall send the disenfranchisement notice to each other person appearing to be interested in the default shares, but the failure or omission by the Company to do so shall not invalidate such notice.
- 12.3 Any disenfranchisement notice shall cease to have effect not more than seven days after the earlier of receipt by the Company of:
- 12.3.1 a notice of an approved transfer, but only in relation to the shares transferred; or
- 12.3.2 all the information required by the relevant Section 793 Notice, in a form satisfactory to the Board.
- 12.4 The Board may at any time send a notice cancelling a disenfranchisement notice.
- 12.5 The Company may exercise any of its powers under Article 6.10 in respect of any default share that is held in uncertificated form.
- 12.6 For the purposes of this Article 12:

- 12.6.1 "interested" has the meaning given to it in sections 820 to 825 of the Act;
- 12.6.2 a person shall be treated as appearing to be interested in any shares if the Member holding such shares has sent to the Company a notification under section 793 of the Act which either;
- 12.6.2.1 names such person as being so interested; or
- 12.6.2.2 fails to establish the identities of all those interested in the shares, and (after taking into account the said notification and any other relevant section 793 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;
- 12.6.3 the "**prescribed period**" is 14 days from the date of service of the Section 793 Notice; and
- 12.6.4 a transfer of shares is an "**approved transfer**" if:
- 12.6.4.1 it is a transfer of shares pursuant to an acceptance of a takeover offer (within the meaning of section 974 of the Act;
- 12.6.4.2 the Board is satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares the subject of the transfer to a party unconnected with the Member and with any other person appearing to be interested in the shares; or
- 12.6.4.3 the transfer results from a sale made through a recognised investment exchange as defined in FSMA or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded.
- 12.7 Nothing contained in this Article 12 limits the power of the Company under section 794 of the Act.

13 **STOCK**

- 13.1 Subject to the provisions of the Act, the Company may by ordinary resolution reconvert any stock into paid up shares of any denomination.
- 13.2 The holders of stock may transfer it, or any part of it, in the same manner and subject to the same regulations as would have applied to the shares from which the stock arose if they had not been converted, or as near as circumstances admit. The Directors may from time to time, if they think fit, fix the minimum amount of stock transferable provided that such minimum does

not exceed the nominal amount of each of the shares from which the stock arose.

- 13.3 The holders of stock will, according to the amount of the stock held by them, have the same rights, privileges and advantages in all respects as if they held the shares from which the stock arose, provided that no such privilege or advantage, except participation in dividends and profits of the Company and in the assets on a winding up, will be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.
- 13.4 All the provisions of these Articles applicable to paid up shares will apply to stock and in all such provisions the words “**share**” and “**Member**” include “**stock**” and “**stockholder**” respectively.

14 **ALTERATION OF CAPITAL**

- 14.1 Any resolution authorising the Company to sub-divide its shares, or any of them, into shares of smaller nominal value may determine that, as between the holders of the shares resulting from such sub-division, one or more of them may have any such preferred or other special rights or be subject to any such restrictions as compared with the others.
- 14.2 All shares created by a resolution pursuant to Article 14.1 shall be:
- 14.2.1 subject to all the provisions of these Articles, including without limitation, provisions relating to payment of calls, lien, forfeiture, transfer and transmission; and
- 14.2.2 unclassified, unless otherwise provided by these Articles, by the resolution creating the shares or by the terms of allotment of the shares.
- 14.3 Whenever as a result of any consolidation of shares any Members would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and, in particular, may on behalf of those Members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among the Members who would have been entitled to the fractions of shares (except that if the amount due to a person is less than five pounds (£5), or each other sum as the Board may decide, the sum may be retained for the benefit of the Company). For the purpose of any such sale, the Board may authorise some person to sign an instrument of transfer of the shares representing the fractions to their purchaser, whose name will be entered in the register of Members as the holder of the shares and who will not be bound to see to the application of the purchase money and the title to the shares of such purchaser will not be affected by any irregularity or invalidity in the proceedings in reference to the sale.

15 ANNUAL GENERAL MEETINGS

The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and such annual general meeting shall be held at such time (consistent with the terms of the Act) and place as may be determined by the Directors.

16 GENERAL MEETINGS

The Directors may, whenever they think fit, and shall, on requisition in accordance with the Act, proceed to convene a general meeting.

17 NOTICE OF GENERAL MEETINGS

17.1 An annual general meeting and each other general meeting of the Company shall be called by notice of at least such length as is required in the circumstances by the Act. The Company may give such notice by any means or combination of means permitted by law.

17.2 Every notice of a general meeting must be in writing and specify the place, the day and the time of meeting, the general nature of the business to be dealt with and, in the case of an annual general meeting, must state that the meeting is an annual general meeting.

17.3 Notice of a general meeting shall be given by any means or combination of means permitted by law and consistent with these Articles to, subject always to Article 41, those persons required to be given notice in accordance with the Act and to the auditors.

17.4 Notwithstanding that it is called by shorter notice than that specified in Article 17.1, a meeting of the Company is deemed to have been duly called if such shorter period of notice is so agreed:

17.4.1 in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote at it; or

17.4.2 in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 95 per cent., in nominal value of the shares giving a right to attend and vote at the meeting (excluding any shares in the Company held as treasury shares).

17.5 If, after the sending of notice of a general meeting but before the meeting is held, the Board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone the general meeting to another date, time and/or change the place of the meeting. In that event, no new notice of the meeting need be sent but the Board shall advertise the date, time and place of the meeting in at least

two national newspapers in the United Kingdom and, to the extent reasonably practicable, at the place and/or time originally proposed for the meeting.

- 17.6 The accidental omission to give notice of a meeting or (where forms of proxy are sent out with notices) to send a form of proxy with a notice to, or the non-receipt of notice of a meeting or such form of proxy by, any person entitled to receive the same will not invalidate the proceedings at that meeting.
- 17.7 In every notice calling a general meeting of the Company or any class of the Members of the Company, there must appear, with reasonable prominence, a statement that a Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at the meeting and that the Member may appoint more than one proxy in relation to the meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the Member.
- 17.8 Where special notice of a resolution is required by any provision contained in the Act, the resolution is not effective unless notice of the intention to move it has been given to the Company at least 28 days (or such shorter period as the Act permits) before the meeting at which it is moved and the Company must give to its Members notice of any such resolution as required by and in accordance with the provisions of the Act.

18 PROCEEDINGS AT GENERAL MEETINGS

- 18.1 No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting, which shall not be treated as part of the business of the meeting. Except as otherwise provided in these Articles and subject to the requirements of the Act, two persons present in person or by proxy or by representative (in the case of a corporate Member) and entitled to vote on the business to be transacted at the meeting shall be a quorum.
- 18.2 If, within half an hour from the time appointed for the meeting, such a quorum is not present or if, during a meeting, a quorum ceases to be present, the meeting, if convened on the requisition of, or by, Members, will be dissolved. In any other case, the meeting will stand adjourned to such day and at such time and place as the chairman of the meeting may determine.
- 18.3 At such adjourned meeting a quorum shall be two persons present in person or by proxy or by representative (in the case of a corporate Member) and entitled to vote. If, at such adjourned meeting, a quorum is not present within 15 minutes from the time appointed for holding the adjourned meeting, or if during an adjourned meeting a quorum ceases to be present, the adjourned meeting shall be dissolved. When a meeting is adjourned through lack of quorum, the Company must give at least seven clear days' notice of any meeting adjourned through lack of quorum and the notice shall specify the

place, the day and the time of the adjourned meeting and state the quorum requirement.

18.4 The chairman, if any, of the Board or, in his absence, some other Director nominated by the chairman in writing will preside as chairman at every general meeting of the Company but if, at any meeting, neither the chairman nor such other Director is present within 15 minutes after the time appointed for holding the meeting or, if neither of them is willing to act as chairman, the Directors present may choose one of the Directors present to be chairman of the meeting or, if no Director is present or if all the Directors present decline to take the chair, the Members present and entitled to vote may choose one of the Members present to be chairman of the meeting.

18.5 The chairman of any meeting at which a quorum is present may, without prejudice to any other power of adjournment which he may have under these Articles or at common law, with the consent of the meeting (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. No business may be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting as originally convened. In addition, and without prejudice to any other power of the chairman to adjourn the meeting under these Articles or at common law, the chairman may adjourn the meeting to another time or place without the consent of the meeting if it appears to him that:

18.5.1 it is likely to be impracticable to hold or continue that meeting because of the number of Members wishing to attend who are not present;

18.5.2 the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly continuation of the business of the meeting; or

18.5.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

Whenever a meeting is adjourned (whether under these Articles or pursuant to the common law or otherwise) for 14 days or more or for an indefinite period, at least seven clear days' notice, specifying the place, the day and the time of the adjourned meeting and the general nature of the business to be transacted, shall be given (in any manner in which notice of a meeting may lawfully be given from time to time). Save as otherwise provided in these Articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18.6 At any general meeting, a resolution or any question put to the vote of the meeting shall be decided on a show of hands unless the Company's intention to call a poll on the resolution is stated in the notice to the general meeting or, before or upon the declaration of a vote on a show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by:

- 18.6.1 the chairman of the meeting;
- 18.6.2 not fewer than five Members present in person or by proxy and entitled to vote on the resolution;
- 18.6.3 a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote on the resolution; or
- 18.6.4 a Member or Members present in person or by proxy holding shares of the Company conferring a right to vote on the resolution, 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.
- 18.7 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of general meetings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 18.8 The appointment of a proxy to vote at a meeting is deemed also to confer authority to demand or join in demanding a poll and to vote on a poll, including to vote on the election of a chairman of the meeting and on a motion to adjourn a meeting. For the purposes of Article 18.6, a demand by a person as proxy for a Member is the same as a demand by the Member.
- 18.9 In the case of a resolution duly proposed as a special resolution, no amendment, other than a mere clerical amendment to correct a patent error, may be considered or voted upon. In the case of a resolution duly proposed as an ordinary resolution, no amendment, other than a mere clerical amendment to correct a patent error, may be considered or voted upon unless, either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed, notice in writing of the terms of the amendment and intention to move it has been received by the Company, or the chairman, in his absolute discretion, decides that it may be considered and voted upon. If an amendment is proposed to any resolution under consideration but is ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution will not be invalidated by any error in such ruling.
- 18.10 Subject to the provisions of Article 18.11, if a poll is duly demanded it will be taken in such manner as the chairman may direct, including the use of ballot or voting papers or tickets, and the result of a poll will be deemed to be the resolution of the meeting at which the poll was demanded. The chairman may, in the event of a poll, appoint scrutineers, who need not be Members,

and may fix some place and time for the purpose of declaring the result of the poll.

- 18.11 A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately. A poll demanded on any other question may be taken immediately or at such time and place as the chairman directs, not being more than 30 days from the date of the meeting or the adjourned meeting at which the poll was demanded. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice must be given specifying the time and place at which the poll is to be taken.
- 18.12 The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- 18.13 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn will not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn with the consent of the chairman the meeting will continue as if the demand had not been made. If the demand for a poll is withdrawn, the chairman or any other Member entitled may demand a poll.
- 18.14 The Board may implement at general meetings of the Company, such security arrangements as it shall think appropriate to which Members and their representatives (in the case of corporate Members) and proxies shall be subject. The Board shall be entitled to refuse entry to the meeting to any such Member, representative or proxy who fails to comply with such security arrangements. The chairman of each general meeting of the Company may take such action as he considers appropriate to permit orderly conduct of the business of the meeting as set out in the notice of the meeting.
- 18.15 If it appears to the chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all Members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the chairman is satisfied that adequate facilities are available to ensure that any Member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loudspeakers, audio-visual communication equipment or otherwise), whether in the meeting place or elsewhere, and to be heard and seen by all other persons so present in the same manner.

19 VOTES OF MEMBERS

- 19.1 Subject to any special rights or restrictions as to voting attached to any shares, the Act and to these Articles:
- 19.1.1 on a show of hands, every Member present in person or by representative (in the case of a corporate Member) or by proxy shall have one vote; and
- 19.1.2 on a poll, every Member who is present in person or by representative (in the case of a corporate Member) or by proxy shall have one vote for every share of which he is the holder. On a poll, a Member (present in person or by representative or by proxy) entitled to more than one vote need not, if he votes, use all of his votes or cast all the votes he uses in the same way.
- 19.2 In the case of joint holders of a share, the person whose name appears first in the register of Members is entitled, to the exclusion of the other joint holders, to vote, whether in person or by proxy, in respect of the share.
- 19.3 A Member in respect of whom an order has been made by a court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, *curator bonis* or other person authorised for the purpose appointed by such court or official and any such receiver, *curator bonis* or other person may vote by proxy provided that evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote has been received by the Company, or as otherwise specified in accordance with these Articles for the delivery of proxy appointments, not later than the time specified in accordance with these Articles by which proxy appointments must be received prior to the meeting or adjourned meeting at which the right to vote is to be exercised and, in default, the right to vote shall not be exercisable.
- 19.4 No Member shall, unless the Board otherwise determines, be entitled to vote at any general meeting or at any separate general meeting of the holders of any class of shares:
- 19.4.1 unless all calls or other sums presently payable by him in respect of shares in the Company have been paid; and/or
- 19.4.2 where, in accordance with the provisions of Article 12, he is not permitted to vote.
- 19.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is given or cast. Every vote not disallowed at such meeting shall be valid and every vote not counted which ought to have been counted shall be disregarded for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final, binding and conclusive.

20 **PROXIES AND CORPORATIONS ACTING BY REPRESENTATIVES**

20.1 The appointment of a proxy shall be in writing and shall be signed in such manner as the Board may approve. Subject thereto, the appointment of a proxy shall be signed by the appointor or his attorney or, if the appointor is a corporation, signed by a duly authorised officer, attorney or other authorised person or under its common seal. If the Board so determines for the purpose of this Article and Articles 20.2, 20.3, 20.4 and 20.5, a proxy appointment in electronic form need not comprise writing and need not be signed but shall instead be subject to such conditions as the Board may approve.

20.2 The appointment of a proxy shall be in any usual form or in any other form which the Board may approve. Subject thereto, the appointment of a proxy may be:

20.2.1 by means of an instrument; or

20.2.2 sent by electronic means to such address (if any) for the time being notified by or on behalf of the Company for that purpose.

The Board may, if it thinks fit, at the Company's expense send forms of proxy for use at the meeting and issue invitations by electronic means to appoint a proxy in relation to the meeting in such form as may be approved by the Board. The appointment of a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned. A Member may appoint more than one proxy to attend on the same occasion and, if he does, he shall specify the number of shares in respect of which each proxy is entitled to exercise the related votes and shall ensure that no proxy is appointed to exercise the votes which any other proxy has been appointed by that Member to exercise.

20.3 The appointment of a proxy shall:

20.3.1 in the case of an instrument, be delivered personally or by post to the office or such other place within the United Kingdom as may be specified by or on behalf of the Company for that purpose:

20.3.1.1 in the notice convening the meeting; or

20.3.1.2 in any form of proxy sent by or on behalf of the Company in relation to the meeting,

not less than 48 hours (or such shorter period as the Directors may determine and is specified in either or both of the notice convening the meeting and any form of proxy sent by or on behalf of the Company in relation to the meeting) before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 17.5) at which the person named in the appointment proposes to vote;

20.3.2 in the case of an appointment made by electronic means, where an address has been specified by or on behalf of the Company for the purpose of receiving appointment of proxies by electronic means;

20.3.2.1 in the notice convening the meeting; or

20.3.2.2 in any form of proxy sent by or on behalf of the Company in relation to the meeting; or

20.3.2.3 in any invitation sent by electronic means to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

be received at that address not less than 48 hours (or such shorter period as the Directors may determine and is specified in either or both of the notice convening the meeting and any form of proxy sent by or on behalf of the Company in relation to the meeting) before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 17.5) at which the person named in the appointment proposes to vote;

20.3.3 in the case of either an instrument or an appointment by electronic means, where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

20.3.4 in the case only of an instrument, where a poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to the secretary or to any Director,

The Board may, at its 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 working day.

20.4 Where the appointment of a proxy is expressed to have been or purports to have been signed by a person on behalf of the holder of a share:

20.4.1 the Company may treat the appointment as sufficient evidence of the authority of that person to sign the appointment on behalf of that holder;

20.4.2 that holder shall, if requested by or on behalf of the Company at any time, send or procure the sending of any written authority under which the appointment has been signed, or a copy of such authority certified notarially or in some other way approved by the Board, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid; and

- 20.4.3 whether or not a request under Article 20.4.2 has been made or complied with, the Company may determine that it has insufficient evidence of the authority of that person to sign the appointment on behalf of that holder and may treat the appointment as invalid.
- 20.5 A proxy appointment which is not delivered or received in accordance with Article 20.3, or in respect of which Article 20.4 has not been complied with, shall be invalid. No proxy appointment shall be valid more than 12 months after the date of its receipt save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned meeting or a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting. When two or more valid proxy appointments are delivered or received in respect of the same share for use at the same meeting, the one which was received last shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was received last, none of them shall be treated as valid in respect of that share. Any question as to whether a proxy appointment have been validly delivered or received which is unresolved at the commencement of a general meeting shall be referred to the chairman whose decision shall be final, binding and conclusive. 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.
- 20.6 The proxy appointment shall be deemed to confer authority to vote (both on a show of hands and on a poll) on any amendment of a resolution properly put to the meeting for which it is given as the proxy thinks fits. The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates.
- 20.7 Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative or representatives at any meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company. In relation to the exercise by such person or persons of his or their powers, the provisions of the Act shall apply.
- 20.8 A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding the poll unless notice of the determination was either delivered or received as mentioned in the following sentence not later than the last time at which an appointment of 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 demanded. Such notice of determination shall be either by means of an instrument delivered to the office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 20.3.1 or delivered in electronic form to the address (if any)

specified by or on behalf of the Company in accordance with Article 20.3.2, regardless of whether any relevant proxy appointment was effected by means of an instrument or by electronic means. For the purposes of this Article, such a notice of determination delivered in electronic form need not comprise writing if the Board has determined that the relevant proxy appointment in electronic form need not comprise writing.

20.9 Without limiting the foregoing, in relation to any uncertificated shares, the Board may from time to time:

20.9.1 permit appointments of a proxy by means of a communication sent in electronic form in the form of an uncertificated proxy instruction; and

20.9.2 permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction by the same means.

20.10 The Board may in addition prescribe the method of determining the time at which any such uncertificated proxy instruction is to be treated as received by the Company or a participant acting on its behalf. The Board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

21 **DIRECTORS**

21.1 Unless and until otherwise determined by the Company by ordinary resolution, the number of Directors (other than alternate Directors) is not subject to a maximum but shall not be fewer than two.

21.2 A Director is not required to hold any share qualification but is nevertheless entitled to attend and speak at any general meeting or at any separate meeting of the holders of any class of shares of the Company.

22 **ALTERNATE DIRECTORS**

22.1 Any Director, other than an alternate Director, may at any time appoint any other Director, or any person approved by resolution of the Directors and willing to act, to be an alternate Director and may at any time remove any alternate Director so appointed by him from office and, subject to such approval by the Directors, appoint another person in his place. An alternate Director so appointed is not required to hold any share qualification.

22.2 Subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him and, if applicable, an address by which notices given by electronic means may be sent to him, an alternate Director is entitled to receive notices of all meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director

appointing him is not personally present and generally to perform all the functions of his appointor as a Director in the absence of such appointor.

- 22.3 An alternate Director will automatically cease to be an alternate Director on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases for any reason to be a Director. If, however, any Director retires whether by rotation or otherwise but is reappointed by the meeting at which such retirement took effect, any appointment made by him pursuant to Article 22.1 which was in force immediately prior to his retirement will continue to operate after his re-appointment as if he had not so retired.
- 22.4 All appointments and removals of alternate Directors must be effected by notice in writing signed by the Director making or revoking such appointment given to the Company or in any other manner approved by the Board. An alternate Director must provide the particulars, and sign any form for public filing required by the Companies Acts relating to his appointment.
- 22.5 Except as otherwise provided in these Articles, an alternate Director is deemed for all purposes to be a Director and is alone responsible for his own acts and defaults and he is not deemed to be the agent of or for the Director appointing him. Accordingly, except where the context otherwise requires, a reference to a Director in these Articles shall be deemed to include a reference to an alternate Director. An alternate Director is not entitled to receive any remuneration from the Company for his services as such but his remuneration is payable out of the remuneration payable to the Director appointing him, and will consist of such part, if any, of the latter's remuneration as is agreed between them.

23 POWERS AND DUTIES OF DIRECTORS

- 23.1 Subject to these Articles and any directions by special resolution, the business of the Company shall be managed by the Directors who may exercise all such powers of the Company. No such direction and no alteration of these Articles will invalidate any prior act of the Directors which would have been valid if such direction or alteration had not been given or made. The general powers given by this Article are not limited or restricted by any special authority or power given to the Directors by any other Article.
- 23.2 The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether in the United Kingdom or elsewhere, in such manner as they think fit and the provisions contained in Articles 23.3 to 23.5 are without prejudice to the general powers conferred by this Article.
- 23.3 The Directors may establish any councils, committees, local boards or agencies for managing any of the affairs of the Company either in the United Kingdom or elsewhere, and may appoint any persons to be Members of such local boards, or any managers or agents, and may fix their remuneration, and

may delegate to any council, committee, local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the Members of any local board, or any of them, to fill any vacancies in it 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, provided always that:

- 23.3.1 a majority of the members of a committee shall be Directors;
- 23.3.2 no resolution of a committee shall be effective unless a majority of those present when it is passed are Directors or alternate Directors; and
- 23.3.3 subject to any terms and conditions expressly imposed by the Directors, the proceedings of any local or divisional board or agency with two or more members shall be governed by such of these Articles as regulate the proceedings of the Directors, so far as they are capable of applying,

and 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 will be affected by it.

- 23.4 The Directors may, from time to time and at any time, appoint, whether by power of attorney or otherwise, any corporation, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Directors to be the agent or attorney 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 agent or attorney as the Directors may think fit, and may also authorise any such agent or attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 23.5 The Directors may exercise the powers conferred upon the Company by the Act with regard to the keeping of an overseas branch register and the Directors may, subject to the provisions of the Act, make and vary such regulations as they may think fit respecting the keeping of any such register.
- 23.6 The Directors may establish and maintain, or procure the establishment and maintenance of, any pension, annuity or superannuation funds, whether contributory or otherwise, for the benefit of, and otherwise exercise all powers of the Company to provide benefits, whether by the payment or procuring the payment of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time directors of or in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or any such

subsidiary or of any of the predecessors in business of the Company or any such other company, or who may be or have been Directors or officers of the Company or of any such other company, and to the wives, widows, families and dependants of any such persons.

- 23.7 Subject to particulars with respect to the proposed payment being disclosed to the Members of the Company and to the proposal being approved by the Company by ordinary resolution if the Act so require, any Director who holds or has held any executive position or agreement for services is entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.
- 23.8 The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as Directors of such other company in such manner in all respects as they think fit, including its exercise in favour of any resolution appointing themselves or any of them Directors or other officers or employees of such company or voting or providing for the payment of remuneration to such officers or employees.
- 23.9 The Directors may at any time require any corporate Member to furnish any information, supported, if the Directors so require, by a statutory declaration, which they may consider necessary for the purpose of determining whether or not such Member is one to which Part XI of the Income and Corporation Taxes Act 1988 applies.
- 23.10 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors may from time to time determine by resolution.

24 **BORROWING POWERS**

- 24.1 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part of it, and, subject to the provisions of the Act, to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.
- 24.2 Without prejudice to the generality of Article 24.1, the Directors may secure or provide for the payment of any money to be borrowed or raised by a mortgage of or charge upon all or any part of the undertaking or property of the Company, both present and future, and upon any capital remaining unpaid upon the shares of the Company, whether called up or not, or by any other security. The Directors may confer upon any mortgagees or persons in whom any debenture or security is vested such rights and powers as they think necessary or expedient. They may vest any property of the Company in trustees for the purpose of securing any money so borrowed or raised and

confer upon the trustees, or any receiver to be appointed by them, or by any debenture holder, such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company or its management or realisation or the making, receiving or enforcing of calls upon the Members in respect of unpaid capital, and otherwise. The Directors may make and issue debentures to trustees for the purpose of further security and the company may remunerate any such trustees.

- 24.3 The Directors may give security for the payment of any money payable by the Company in same manner as for the payment of money borrowed or raised.
- 24.4 The Directors must keep a register of charges in accordance with the Act and the fee to be paid by any person (other than a creditor or Member of the Company who may inspect the register without charge) for inspection of the register of charges to be kept under the Act shall be such fee as may be prescribed by the Board in accordance with and as permitted by the Act.
- 24.5 The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings so as to secure (as regards subsidiary undertakings so far as by such exercise they can secure) that the aggregate principal amount (including any premium payable on final repayment) remaining undischarged of all moneys borrowed by the Group does not at any time without the previous sanction of an ordinary resolution exceed the sum of £50 million.
- 24.6 For the purposes of this Article 24 the following (if not otherwise taken into account) are deemed to be moneys borrowed:
- 24.6.1 the principal amount outstanding in respect of any debentures or of any loan capital (whether secured or unsecured) of any member of the Group which are not beneficially owned within the Group;
- 24.6.2 the principal amount outstanding under any acceptance credit (not being an acceptance in relation to the purchase or sale of goods or services in the ordinary course of trading) opened by any bank or accepting house on behalf of or in favour of any member of the Group;
- 24.6.3 the nominal amount of any issued share capital and the principal amount of any debentures or other borrowed moneys of any person outside the Group the redemption or repayment of which is guaranteed or secured or is the subject of an indemnity given by any member of the Group and the beneficial interest in which redemption or repayment is not owned by a member of the Group;

- 24.6.4 any fixed or minimum premium payable on final redemption or repayment of any borrowings which constitute moneys borrowed for the purposes of this Article 24;
- 24.6.5 the principal amount of any preference share capital of any subsidiary undertaking owned otherwise than by a member of the Group; and
- 24.6.6 the amounts which would be shown as outstanding in respect of any hire purchase commitments or finance lease obligations in an audited consolidated balance sheet for the Group, if such a balance sheet had been prepared in accordance with relevant generally accepted accounting principles or international accounting standards.
- 24.7 For the purpose of this Article 24 the following are not and are treated as not moneys borrowed:
- 24.7.1 all intra Group borrowings;
- 24.7.2 amounts borrowed for the purpose of and applied within six months following being made in repaying (with or without any premium) any borrowings which constitute moneys borrowed for the purposes of this Article 24;
- 24.7.3 the proportion of the borrowings which constitute moneys borrowed for the purpose of this Article 24 of a partly owned subsidiary undertaking which corresponds to the proportion of its equity share capital that is not beneficially owned, directly or indirectly, by another member of the Group;
- 24.7.4 amounts borrowed for the purpose of financing any contract to the extent that any part of the price receivable by any member of the Group is guaranteed or insured by the Export Credits Guarantee Department or by any other governmental department fulfilling a similar function up to an amount not exceeding that part of the price receivable under the contract which is so guaranteed or insured;
- 24.7.5 temporary debit balances with the bankers of any member of the Group or shown in a member's own books of account, in each case, arising by virtue of delay in clearing funds not exceeding 10 days;
- 24.7.6 for a period of 12 months after the date on which a company becomes a member of the Group, moneys borrowed equal to the amount of borrowings outstanding of such a company at the date when it becomes a member to the extent that they exceed any increase in the limit referred to Article 24.5 arising out of the adjustments made to

the adjusted capital and reserves on account of the transaction whereby such company becomes a member of the Group and of any other transaction effected during such period of 12 months whereby the minority interest (if any) in such member is reduced;

24.7.7 moneys advanced or paid to any member of the Group (or its agents or nominees) by customers of any member of the Group as unexpended customer receipts or progress payments pursuant to any contract between such customer and a member of the Group;

24.7.8 moneys held by any member of the Group whether on deposit or current account or otherwise in connection with any scheme for the benefit of employees or their dependants; and

24.7.9 amounts due to trade creditors.

24.8 No lender or other person dealing with the Company shall be concerned to see or inquire whether the limit set out in this Article 24 is observed. No debt incurred or security given in excess of such limit is invalid or ineffectual except in the case of express notice given to the lender or the recipient of the security at the time when the debt is incurred or security given that the limit imposed by the Articles has been or will be exceeded.

24.9 A report or certificate of the auditors as to the amount of the adjusted capital and reserves or the aggregate amount of moneys borrowed or to the effect that the limit imposed by this Article 24 has not been or will not be exceeded at any particular time or times is conclusive and binding on all concerned. Nevertheless the Board may at any time act in reliance on a bona fide estimate of the amount of the adjusted capital and reserves or the aggregate amount of moneys borrowed and if in consequence the limit on moneys borrowed set out in this Article 24 is inadvertently exceeded, the amount of moneys borrowed equal to the excess may be disregarded for 60 days after the date on which by reason of a determination of the auditors or otherwise the Board becomes aware that this situation has or may have arisen.

24.10 Borrowed moneys of the Company or any one or more of its subsidiary undertakings expressed in or calculated by reference to a currency other than Sterling shall be translated into Sterling by reference either to the rate of exchange specified in a forward purchase contract, back to back loan, swap or other arrangement taken out or entered into to reduce the risk associated with fluctuations in rates of exchange or, if there is no such agreement, to the rate of exchange used for the conversion of such currency in the latest audited balance sheet of the relevant member of the Group or, if no such conversion was required or has yet taken place, by reference to the rate of exchange or approximate rate of exchange ruling on such date and determined on such basis as the auditors may determine or approve.

25 DELEGATION OF DIRECTORS' POWERS

- 25.1 The Directors may delegate any of their powers, duties, discretion and authorities to committees consisting of such Members or Member of the Board as they think fit. Any committee so formed must, in the exercise of the powers, duties, discretions and authorities so delegated, conform to any regulations that may be imposed on it by the Directors. If any committee determines to co-opt persons other than Directors onto such committee, the number of such co-opted persons shall be less than one-half of the total number of Members of the committee.
- 25.2 The meetings and proceedings of any such committee consisting of two or more Members are governed by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as they are applicable and are not superseded by any regulations made by the Directors under Article 25.1. No resolution of a committee is effective unless a majority of the Members of the committee present at the meeting are Directors.

26 ELECTION AND RETIREMENT OF DIRECTORS

- 26.1 At every annual general meeting of the Company, any Director:
- 26.1.1 who has been appointed by the Board since the last annual general meeting;
- 26.1.2 who held office at the time of the two preceding annual general meetings and who did not retire at either of them; or
- 26.1.3 who has held office with the Company as a non-executive Director (that is, he has not been employed by the Company or held executive office) for a continuous period of nine years or more at the date of the meeting,
- shall retire from office and may offer himself for election/re-election by the Members.
- 26.2 The Company at the meeting at which a Director retires in the manner set out in Article 26.1 may fill the vacated office and, if the Company does not do so, the retiring Director shall, if willing to act, be deemed to have been re-elected unless at such meeting it is expressly resolved not to fill the vacancy or unless a resolution for the re-election of such Director is put to the meeting and lost.
- 26.3 A Director who retires at an annual general meeting may, if willing to act, be re-elected. If he is not re-elected or deemed re-elected, he shall retain office until the meeting elects someone in his place, or if it does not do so, until the end of the meeting.
- 26.4 No person other than a Director retiring at a meeting pursuant to Article 26.1 shall be elected as a Director at any general meeting unless:
- 26.4.1 recommended by the Board; or

- 26.4.2 not fewer than seven nor more than 42 clear days before the day appointed for the meeting, there is given to the Company notice signed by a Member entitled to attend and vote at the meeting of the intention to propose that person for election stating the particulars which would, if that person were to be elected, be required to be included in the Company's register of directors together with notice signed by that person of his willingness to be elected.
- 26.5 At a general meeting, a resolution for the election of two or more persons as Directors by a single resolution shall not be moved and will be void unless, first, a resolution that it is so moved has been first agreed to by the meeting without any vote being given against it and, for the purpose of this Article, a motion for approving a person's election or for nominating a person for election is treated as a motion for his election.
- 26.6 The Company may by ordinary resolution elect any person who is willing to act to be a Director, either to fill a casual vacancy or as an additional Director. The election of a person to fill a vacancy or as an additional Director shall take effect from the end of the meeting.
- 26.7 The Board may appoint any person who is willing to act to be a Director, either to fill a casual vacancy or as an additional Director, but so that the total number of Directors does not at any time exceed the maximum number of Directors, if any, fixed by or in accordance with these Articles. Subject to the provisions of the Act and of these Articles, any Director so appointed by the Board shall hold office only until the conclusion of the next following annual general meeting and is eligible for election at that meeting.

27 DISQUALIFICATION, RESIGNATION AND REMOVAL OF DIRECTORS

- 27.1 The office of a Director must be vacated and he shall automatically cease to be a Member of any committee in any of the following events:
- 27.1.1 he resigns his office by notice in writing given to the Company;
- 27.1.2 if he becomes bankrupt or makes any arrangement or composition with his 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;
- 27.1.3 he is admitted to hospital in pursuance of an application for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984;
- 27.1.4 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, *curator bonis* or other person to exercise powers with respect to his property or affairs;
- 27.1.5 a registered medical practitioner who is treating him gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 27.1.6 he has been absent from meetings of the Board for more than six consecutive months without permission of the Board and his alternate Director (if any) has not during such period attended in his place, and the Board resolves that his office be vacated;
- 27.1.7 he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve by written resolution that he cease to be a Director;
- 27.1.8 he ceases to be a Director by virtue of any provision of the Act or pursuant to these Articles; or
- 27.1.9 he becomes prohibited by law from being a Director.
- 27.2 If the office of a Director is vacated for any reason, he shall cease to be a director of any company which is a subsidiary of the Company or is associated with the Company and he shall also cease to be a member of any committee or sub-committee of the Board.
- 27.3 Notwithstanding any provision of these Articles or in any agreement between the Company and the Director, and without prejudice to (and in accordance with) the provisions of the Act, the Company may by ordinary resolution

remove any Director before the expiry of his period of office and special notice in accordance with section 312 of the Act must be given of any such resolution to remove a Director. Any such removal of a Director is without prejudice to any claim such Director may have for breach of any contract of service between him and the Company.

27.4 A resolution of the Board declaring a Director to have vacated office under the terms of Article 27 shall be conclusive as to the fact and ground of vacation stated in the resolution.

28 EXECUTIVE AND OTHER DIRECTORS

28.1 Subject to the provisions of the Act, the Board may from time to time and at any time appoint one or more of its body to hold any executive office (except that of auditor) in relation to the management of the business of the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms (including, without limitation, terms as to remuneration), for such period and with or without such title(s) as the Board may decide. The Board may revoke or vary any such appointment but without prejudice to any rights or claims which the person whose appointment is revoked or varied may have against the Company because of the revocation or variation.

28.2 A Director who holds any such executive office is, while he continues to hold that office, subject to the same provisions of these Articles as to resignation, retirement and removal as the other Directors. If he ceases to hold the office of Director for any cause, his appointment as the holder of an executive office will also terminate (but without prejudice to any rights or claims which he may have against the Company by reason of such cessation).

28.3 The remuneration of any Director holding executive office may consist of salary, commission, profit participation, share options, pension or insurance benefit or any combination of them or otherwise as the Board may determine and may be either in addition to or in lieu of any remuneration as a Director.

28.4 The Board may entrust to and confer upon any Director appointed to any such executive office any of the powers, authorities and discretions exercisable by it (other than the power to make calls or forfeit shares) upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of its own powers, authorities and discretions and may from time to time revoke, withdraw, alter or vary all or any of such powers, authorities and discretions, but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

28.5 Subject to the provisions of the Act, the Board may, from time to time and at any time pursuant to this Article, appoint any person to any post with such

descriptive title including that of “**director**” whether as executive, group, divisional, departmental, deputy, assistant, local, advisory director or otherwise as the Board may determine. The Board may define, limit, vary and restrict the powers, authorities and discretions of persons so appointed and may fix and determine their remuneration and duties and, subject to any contract between him and the Company, may remove from such post any person so appointed. A person so appointed is not a Director for any of the purposes of these Articles or of the Act and, accordingly, is not a Member of the Board or of any committee of it, nor is he entitled to be present at any meeting of the Board or of any such committee except at the request of the Board or of such committee. If present at such request, he is not entitled to vote at such meeting.

29 **REMUNERATION OF DIRECTORS**

- 29.1 The Directors (other than alternate Directors) shall be paid such remuneration (by way of fee) for their services as may be determined by the Board that shall not exceed £1,000,000. In the case of an executive Director, such fees (if any) are payable to him in addition to his remuneration by way of salary, commission, profit participation or otherwise as an executive Director.
- 29.2 The Directors’ fees are deemed to accrue from day to day.
- 29.3 Any Director who serves on any committee, or who devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration (in addition to any fee payable in accordance with Article 29.1) by way of salary, participation in profits or otherwise as the Board may determine.

30 **DIRECTORS’ EXPENSES**

The Directors are also entitled to be paid all travelling, hotel and other expenses reasonably and properly incurred by them in connection with the business of the Company or in attending and returning from meetings of the Board or of committees of the Board or general meetings.

31 **DIRECTORS’ INTERESTS**

- 31.1 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, he must declare the nature and extent of that interest to the Directors in accordance with the Act.
- 31.2 Provided he has declared his interest in accordance with Article 31.1, a Director may be in any way, directly or indirectly, interested in any contract or arrangement or transaction with the Company and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any other company in which the Company is in any way interested and he (or any

firm of which he is a Member) may act in a professional capacity for the Company or any such other company and be remunerated therefor and in any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof. For the avoidance of doubt, the Company shall have no claim arising from, or in consequence of, the Director's interest in any contract or arrangement or transaction within the scope of this Article 31.2, and the Director shall not breach any of his duties to the Company as a result of having that interest.

- 31.3 Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
- 31.4 Subject to the provisions of the Act, and subject always to the provisions of Article 32, a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:
- 31.4.1 the giving of any security, guarantee or indemnity to him in respect of money lent or obligations incurred by him or by another person at the request of or for the benefit of the Company or any of its subsidiaries;
- 31.4.2 the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- 31.4.3 the giving to him of any indemnity where all other Directors are also being offered indemnities on substantially the same terms;
- 31.4.4 the funding by the Company of his expenditure on defending proceedings or the doing by the Company of anything to enable him to avoid incurring such expenditure where all other Directors are being offered substantially the same arrangement;
- 31.4.5 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant as a holder of shares, debentures or securities or in the underwriting or sub-underwriting thereof;
- 31.4.6 any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he (together with persons

connected with him within the meaning of section 252 of the Act) is not the holder of or beneficially interested in one per cent. or more of the issued shares of any class of such company (or of any third company through which his interest is derived) or of the voting rights available to Members of the relevant company (any such interest being deemed for the purposes of this Article 31.4 to be a material interest in all circumstances);

31.4.7 any proposal concerning the purchase and/or maintenance of any insurance policy against any liability of his or under which he may benefit; and

31.4.8 any proposal 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 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.

31.5 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and, in such case, each of the Directors concerned (if not debarred from voting under Article 32 or Article 31.3) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

31.6 If any question shall arise at any time as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of such Director has not been fairly disclosed. If the question concerns the chairman, it must be referred to such other Director present at the meeting, other than the chairman, as the Directors present decide.

31.7 The Company may by ordinary resolution suspend or relax the provisions of Articles 31.4 to 31.8 to any extent or ratify any transaction not duly authorised by reason of a contravention of such Articles.

31.8 For the purposes of Article 31:

31.8.1 subject to Article 31.8.3 below, an interest of a person who is connected with a Director (within the meaning of section 252 of the Act) shall be treated as an interest of that Director;

31.8.2 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction or arrangement of the nature and extent so specified, but not otherwise;

31.8.3 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

31.8.4 without prejudice to the generality of Article 22.5, the provisions of Article 31 shall apply to an alternate Director as they apply to a Director.

32 **DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST**

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

32.1.1 any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and

32.1.2 a Director to accept or continue in any office, employment or position in addition to his office as a Director of the Company and without prejudice to the generality of Article 32.1.1 may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that for this purpose the Director in question and any other interested Director are not counted in the quorum at any meeting of the Board at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

32.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 32.1 then:

32.2.1 the Director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him

in relation to or in connection with that matter, or that office, employment or position;

32.2.2 the Director may absent himself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed; and

32.2.3 the Director may make such arrangements as such Director thinks fit for Board and committee papers to be received and read by a professional adviser on behalf of that Director.

32.3 A Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been approved by the Directors pursuant to this Article 32 (subject in any such case to any limits or conditions to which such approval was subject).

32.4 This Article 32 is without prejudice to the operation of Article 31.

33 PROCEEDINGS OF DIRECTORS

33.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote. A Director who is also an alternate Director shall be entitled, in the absence of the Director whom he is representing, to a separate vote on behalf of such Director in addition to his own vote. A Director may, and the secretary on the requisition of a Director must, at any time call a meeting of the Directors.

33.2 Notice of meetings of the Board is deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him or on his behalf to the Company for this purpose or sent by electronic means to such address (if any) for the time being notified by him or on his behalf to the Company for this purpose. It shall not be necessary to send notice of a meeting of the Board to a Director who is for the time being absent from his last known address or such other address (if any) for the time being notified by him or on his behalf to the Company and who has provided no forwarding address or who, having provided such address, cannot be contacted after a reasonable attempt to do so. Any Director may waive notice of any meeting and any such waiver may be retrospective. Any communication by electronic means pursuant to this Article need not comprise writing if the Board so determines.

33.3 The quorum necessary for the transaction of the business of the Board may be determined by the Board and, unless so determined at any other number, shall be two. A Director or other person who is present at a meeting of the Board in more than one capacity (that is to say, as both Director and an alternate Director or as an alternate for more than one Director) shall not be

counted as two or more for quorum purposes unless at least one other Director or alternate Director is also present. A meeting of the Board for the time being at which a quorum is present is competent to exercise all powers and discretions for the time being exercisable by the Board.

- 33.4 All or any of the Directors may validly participate in a meeting of the Board or any committee of the Board by means of a conference telephone or any other communication equipment which allows all persons participating in the meeting to hear and speak to each other. Any person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Subject to the Act, all business transacted in such a manner by the Board or committee of the Board shall, for the purposes of these Articles, be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that fewer than two Directors or alternate Directors are physically present at the same place. 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 chairman of the meeting is then present.
- 33.5 The continuing Directors may act notwithstanding any vacancy in their number. If the number of the Directors is less than the minimum number fixed in accordance with these Articles, the remaining Director or Directors must immediately, and may act only to, appoint an additional Director or additional Directors to make up such minimum or to convene a general meeting of the Company for the purpose of making such appointment. If there is no Director or Directors able or willing to so act, any two Members may summon a general meeting for the purpose of appointing Directors.
- 33.6 The Board may from time to time elect from its number, and remove, a chairman and, if it thinks fit, one or more deputy chairmen or vice-chairmen and determine the period for which they are respectively to hold office. The chairman or, in his absence, the deputy chairman or vice-chairman (to be chosen if, in each case, there are more than one by agreement amongst them or, failing agreement, by lot) shall preside at all meetings of the Directors. If no such chairman, deputy chairman or vice-chairman is elected, or if at any meeting the chairman or the deputy chairman or the vice-chairman is not present within five minutes after the time appointed for holding the meeting or if none of the chairman, deputy chairman or vice-chairman is willing to preside, the Directors present may appoint one of their number to be chairman of the meeting.
- 33.7 A resolution in writing signed by all of the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board (not being less than the number of Directors required to form a quorum of the Board) shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held. For this purpose:

- 33.7.1 a resolution may be by means of an instrument or communication in electronic form sent to such address (if any) for the time being notified by the Company for that purpose;
- 33.7.2 a resolution may consist of several instruments or communications in electronic form each signed by one or more Directors, or a combination of both;
- 33.7.3 a resolution signed by an alternate Director need not also be signed by his appointor; and
- 33.7.4 a resolution signed by a Director who has appointed an alternate Director need not also be signed by the alternate Director in that capacity.
- 33.8 All acts done *bona fide* by any meeting of the Board or by a committee of the Board or by any person acting as Director or alternate Director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or any member of the committee or alternate Director or that any of them was disqualified from holding office, 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, as the case may be, an alternate Director and had been entitled to vote.

34 **SECRETARY**

- 34.1 Subject to the Act, the secretary is appointed by the Board on such terms and for such periods as it may think fit, and the Board may so appoint one or more assistant or deputy secretaries. Any secretary or assistant or deputy secretary so appointed may at any time be removed from office by the Board, without prejudice to any claim for damages for breach of any contract of service between that person and the Company.
- 34.2 Anything by the Act required or authorised to be done by the secretary may, if the office is vacant or there is for any other reason no secretary capable of acting, be done by any assistant or deputy secretary or, if there is no assistant or deputy secretary capable of acting, by any person authorised generally or specifically in that behalf by the Board. Any provision of the Act or of these Articles requiring or authorising a thing to be done by a Director and secretary is not satisfied by its being done by the same person acting both as Director and as, or in the place of, the secretary.

35 **SEAL AND AUTHENTICATION OF DOCUMENTS**

- 35.1 In addition to its powers under section 44 of the Act, the Company may have a common seal and the Board shall provide for the safe custody of such seal. Any instrument to which the seal is affixed shall be signed by a Director and shall be countersigned by the secretary, or shall be signed by a Director in

the presence of a witness who attests the signature, or shall be signed by a second Director or by some other person appointed by the Board for the purpose.

- 35.2 All forms of certificates for shares or debentures or representing any other form of security (other than letters of allotment or scrip certificates) shall be issued executed by the Company but the Board may by resolution determine, either generally or in any particular case, that any signatures may be affixed to such certificates by some mechanical or other means or may be printed on them or that such certificates need not bear any signature.
- 35.3 The Company may exercise the powers conferred on the Company by the Act with regard to having an official seal solely for use for sealing securities issued by the Company or documents creating or evidencing securities of the Company. Any such documents to which such official seal is affixed need not be signed by any person, unless the Board or the law requires otherwise.
- 35.4 Any Director or the secretary or any person appointed by the Board for the purpose has power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board or any committee of the Board and any books, records, documents and accounts relating to the business of the Company and to certify copies of them or extracts from them as true copies or extracts. A document purporting to be a copy of a resolution, or a copy of or an extract from the minutes of a meeting of the Company or of the Board or any committee of the Board which is certified as stated, is conclusive evidence in favour of all persons dealing with the Company upon the faith of any such copy that such resolution has been duly passed or, as the case may be, that such copy or extract is a true and accurate record of proceedings at a duly constituted meeting.

36 **DIVIDENDS**

- 36.1 The profits of the Company available for distribution and resolved to be distributed are applied in the payment of dividends to the Members in accordance with their respective rights and priorities. The Company in general meeting may declare dividends accordingly.
- 36.2 No dividend or interim dividend is payable otherwise than in accordance with the provisions of the Act and no dividend may exceed the amount recommended by the Directors.
- 36.3 Subject to the rights of persons, if any, entitled to shares with preferential or other special rights as to dividends, all dividends must be declared and paid according to the amounts paid up on the shares, otherwise than in advance of a call, in respect of which the dividend is paid. All dividends will be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, except that if any share is issued on terms providing that it carries any particular rights as to dividend, such share will rank for dividend

accordingly. Dividends may be declared or paid in any currency. The Board may decide the rate of exchange for any currency conversions that may be required and how any costs involved are to be met.

- 36.4 Subject to the provisions of the Act and of these Articles, the Directors may, if they think fit, from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the distributable profits of the Company. If at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on their holders deferred or non-preferred rights, as well as in respect of those shares which confer on their holders preferential rights with regard to dividend. No dividend, whether interim, final or otherwise, may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay half-yearly, or at other suitable intervals to be settled by them, any dividend which may be payable at a fixed rate if they are of the opinion that the distributable profits justify the payment and if and to the extent that such payment is permitted by the Act. Provided the Directors act bona fide, they will not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.
- 36.5 Subject to the provisions of the Act or as otherwise required by law, where any asset, business or property is bought by the Company as from a past date, whether such date is before or after the incorporation of the Company, the profits or losses attributable to it as from such date may, at the discretion of the Directors in whole or in part, be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as stated, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue and it will not be obligatory to capitalise it or any part of it.
- 36.6 The Directors may deduct from any dividend or other money payable to any Member on or in respect of a share all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company. The Company may cease to send any cheque or warrant through the post for any dividend payable on any shares in the Company which is normally paid in that manner on those shares if, in respect of at least two consecutive dividends payable on those shares, the cheques or warrants have been returned undelivered or remain uncashed or, if following one such occasion, reasonable enquiries have failed to establish any new address of the registered holder. Subject to the provisions of these Articles, the Company must recommence sending cheques or warrants in respect of dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.

- 36.7 The Directors may retain the dividends payable upon shares in respect of which any person is, under the provisions as to the transmission of shares contained in these Articles, entitled to become a Member, or which any person is under those provisions entitled to transfer, until such person becomes a Member in respect of such shares or transfers them.
- 36.8 All dividends, interest or other sums payable and unclaimed for one year, after having been declared, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company is not constituted a trustee in respect of them. No dividend will bear interest as against the Company.
- 36.9 Any dividend which has remained unclaimed for a period of 12 years from the date on which it becomes due for payment will, if the Directors so resolve, be forfeited and cease to remain owing by the Company and will from then on belong to the Company absolutely.
- 36.10 Any dividend or other money payable on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled to it and, in the case of joint holders, to any one of such joint holders or to such person and such address as the holder or joint holders may in writing direct. Every such cheque or warrant will be made payable to the order of the person to whom it is sent or to such other person as the holder or joint holders may in writing direct and payment of the cheque or warrant is a good discharge to the Company. Every such cheque or warrant will be sent at the risk of the person entitled to the money.
- 36.11 If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other money payable on or in respect of the share.
- 36.12 The Board may, if authorised by an ordinary resolution of the Company, offer any holders of ordinary 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 the Board, of any dividend specified by the ordinary resolution. The following provisions will apply:
- 36.12.1 an ordinary resolution may specify a particular dividend or may specify all or any dividends declared within a specified period but such period may not end later than the beginning of the annual general meeting next following the date of the meeting at which the ordinary resolution is passed;
- 36.12.2 the entitlement of each holder of ordinary shares to new ordinary shares is such that the relevant value of the entitlement is as nearly as possible equal to, but not greater than, the cash amount, disregarding any tax credit of the dividend that such holder elects to forego. For this purpose, “**relevant value**” is calculated by reference to the average of the middle market quotations for the Company’s ordinary

shares on the London Stock Exchange, as derived from the London Stock Exchange Daily Official List, on the day on which the ordinary shares are first quoted “**ex**” the relevant dividend and the four subsequent dealing days or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend is conclusive evidence of that amount;

36.12.3 on or as soon as practicable after announcing that it is to declare or recommend any dividend, the Board, if it intends to offer an election in respect of that dividend, must also announce that intention and, after determining the basis of allotment, if it decides to proceed with the offer, must notify the holders of ordinary shares in writing of the right of election to them and specify the procedure to be followed and the place at which, and the latest time by which elections must be lodged in order to be effective;

36.12.4 the Board may not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined;

36.12.5 the Board may exclude from any offer any holders of ordinary shares where the Board believes that the making of the offer to them would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them;

36.12.6 the dividends, or that part of the dividend in respect of which a right of election has been offered, will not be payable on ordinary shares in respect of which an election has been made (elected ordinary shares) and instead additional ordinary shares will be allotted to the holders of the elected ordinary shares on the basis of the allotment calculated as stated. For such purpose, the Board will capitalise, out of any amount for the time being standing to the credit of any reserve or fund, including the profit and loss account, whether or not it is available for distribution as the Board may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to the holders of the elected ordinary shares on that basis; and

36.12.7 the additional ordinary shares when allotted will rank equally in all respects with the fully paid shares then in issue except that they will not be entitled to participate in the relevant dividend.

36.13 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend wholly or in part by the distribution of specific assets and, in particular, of paid up shares or debentures of the Company or any other company, and the Directors must give effect to such

resolution. Where any difficulty arises in regard to the distribution, the Directors may settle it as they think expedient and, in particular but without limitation, may issue fractional certificates and may fix the value for distribution of such specific assets or any part of them, and may determine that cash payments will be made to any Members upon the basis of the value so fixed, in order to adjust the rights of Members. They may vest any specific assets in trustees upon trust for the persons entitled to the dividend as may seem expedient to the Directors and, generally, may make such arrangements for the allotment, acceptance and sale of such specific assets or fractional certificates, or any part of them, and otherwise as they think fit.

37 RESERVES

37.1 Subject to the provisions of the Act, the Board may, before recommending any dividend (whether preferential or otherwise), set aside out of the profits of the Company (including any premiums received upon the issue of debentures or other securities of the Company) such sum or sums as it may think proper as a reserve or reserves.

37.2 All sums set aside as a reserve may, from time to time at the discretion of the Board, be applied for meeting depreciation or contingencies or for special dividends or bonuses or for equalising dividends or for repairing, improving or maintaining any of the property of the Company or for any other purpose to which the profits of the Company may be properly applied. Pending the application of any such sums set aside as a reserve, these sums may, also at the discretion of the Board, either be employed in the business of the Company or be invested in such investments as the Board may think fit.

37.3 The Board may divide any reserve into such special funds as it thinks fit, and may, as it thinks fit, consolidate into one fund any special funds or any parts of any special funds into which the reserve has been divided. Any sum which the Board may carry to reserve out of the unrealised profits of the Company will not be mixed with any reserve to which profits available for distribution have been carried.

37.4 The Board may also, without placing the same to reserve, carry forward any profits which it may think it prudent not to distribute.

38 CAPITALISATION OF PROFITS

38.1 Subject as set out in Articles 38.2 and 38.3, the Board may, with the authority of an ordinary resolution of the Company:

38.1.1 resolve to capitalise any undivided profits of the Company not required for paying any fixed dividends on shares issued on terms requiring payment of the same (whether or not they are available for distribution) and which profits shall be deemed to include any amounts for the time being standing to any reserve or reserves or to the

Company's share premium or other special account or to the capital redemption reserve;

- 38.1.2 appropriate the sum resolved to be capitalised to the Members or any class of Members on the record date specified in the relevant resolution who would have been entitled to it if it were distributed by way of dividend and in the same proportion;
- 38.1.3 apply the sum resolved to be capitalised either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares, debentures or other obligations of the Company of a nominal amount equal to that sum;
- 38.1.4 allot and distribute the shares, debentures or other obligations credited as fully paid up, to and amongst such Members, or as they may direct, in those proportions, or partly in one way and partly in the other;
- 38.1.5 resolve that any shares allotted under this Article to any Member in respect of a holding by him of any partly paid ordinary shares will, so long as such ordinary shares remain partly paid, rank for dividends only to the extent that such partly paid ordinary shares rank for dividend;
- 38.1.6 where shares or debentures become, or would otherwise become, distributable under this Article in fractions, make such provisions as the Board thinks fit for any fractional entitlements including, without limitation, authorising their sale and transfer to any person, resolving that the distribution be made as nearly as practicable in the correct proportion but not exactly so, ignoring fractions altogether or resolving that cash payments be made to any Members in order to adjust the rights of all parties;
- 38.1.7 authorise any person to enter into, on behalf of all the Members concerned, an agreement with the Company providing for either:
- 38.1.7.1 the allotment to the Members respectively, credited as fully paid up, of any shares, debentures or other obligations to which they are entitled upon the capitalisation; or
- 38.1.7.2 the payment up by the Company on behalf of the Members of the amounts, or any part of the amounts, remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under that authority shall be binding on all such Members; and

38.1.8 generally do all acts and things required to give effect to the ordinary resolution.

38.2 The share premium account, the capital redemption reserve fund and any profits which are not available for distribution may, for the purposes of Article 38.1, only be applied in paying up unissued shares to be allotted to Members credited as fully paid.

38.3 In the case where any sum is applied in paying up amounts for the time being unpaid on any shares of the Company, or in paying up in full debentures of the Company, the amount of the net assets of the Company at that time must be not less than the aggregate of the called up share capital of the Company and its undistributable reserves (as shown in the last annual audited accounts of the Company or such other accounts as may be relevant) and must not be reduced below that aggregate amount by the payment of such sum.

39 ACCOUNTS

No Member shall (as such) have any right to inspect any accounting records or other book or document of the Company except as conferred by the Act or authorised by the Board or by an ordinary resolution of the Company in general meeting or by the order of a court of competent jurisdiction.

40 RECORD DATES

Notwithstanding any other provision of these Articles, but without prejudice to the rights attached to any shares, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be:

40.1 on or at any time before any date on which such dividend, distribution, allotment or issue is paid or made; and

40.2 on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared.

41 NOTICES

41.1 The Company shall send any notice or other document or information pursuant to these Articles, the Act or other rules and regulations applicable to the Company to a Member by whichever of the following methods it may in its absolute discretion determine:

41.1.1 personally;

- 41.1.2 by posting the notice or other document in a prepaid envelope addressed, in the case of a Member, to his registered address, or in any other case, to the person's usual address;
 - 41.1.3 by leaving the notice or other document at that address;
 - 41.1.4 if the Member has agreed (generally or specifically) that the document or information may be sent or supplied using electronic means (and has not revoked that agreement), by sending the notice or other document using electronic means to such address (if any) for the time being notified to the Company by or on behalf of the Member for that purpose (generally or specifically);
 - 41.1.5 in accordance with Article 41.2;
 - 41.1.6 through a relevant system, where the notice or document relates to uncertificated shares;
 - 41.1.7 by any other means authorised in writing by the member;
 - or
 - 41.1.8 by any other method approved by the Board.
- 41.2 The Company may also send any notice or other document or information pursuant to these Articles, the Act or other rules and regulations applicable to the Company to a Member by publishing that notice or other document or information on a website where:
- 41.2.1 the Member has agreed (or is taken to have agreed in accordance with the Act) to him having access to the notice or document or information on a website (instead of it being sent to him);
 - 41.2.2 the notice or document is one to which that agreement applies;
 - 41.2.3 the Member is notified, in writing, of:
 - 41.2.3.1 the publication of the notice or document on a website;
 - 41.2.3.2 the address of that website; and
 - 41.2.3.3 the place on that website where the notice or document may be accessed, and how it may be accessed; and
 - 41.2.4 the notice or document is published on that website throughout the publication period, provided that, if the notice or document is published on that website for a part, but not all of, the publication period, the notice or document shall be treated as being published

throughout that period if the failure to publish that notice or document throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

- 41.3 In Article 41.2, “**publication period**” means:
- 41.3.1 in the case of a notice of an adjourned meeting pursuant to Article 18.3 or 18.5, a period of not less than seven clear days before the date of the adjourned meeting, beginning on the day following that on which the notification referred to in Article 41.2.3 is sent or (if later) is deemed sent;
 - 41.3.2 in the case of a notice of a poll pursuant to Article 18.11, a period of not less than seven clear days before the taking of the poll, beginning on the day following that on which the notification referred to in Article 41.2.3 is sent or (if later) is deemed sent;
 - 41.3.3 otherwise, for the applicable notice period specified in these Articles or any applicable provision of the Act; and
 - 41.3.4 in any other case, a period of not less than 28 days, beginning on the day following that on which the notification referred to in Article 41.2.3 above is sent or (if later) is deemed sent.
- 41.4 Unless otherwise provided by these Articles, a Member or a person entitled by transmission to a share shall send any notice or other document pursuant to these Articles to the Company by whichever of the following methods he may in his absolute discretion determine:
- 41.4.1 by posting the notice or other document in a prepaid envelope addressed to the office;
 - 41.4.2 by leaving the notice or other document at the office; or
 - 41.4.3 by sending the notice or other document by electronic means to such address (if any) for the time being specifically notified by or on behalf of the Company for that particular purpose.
- 41.5 In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the register in respect of the joint holding. Any notice or other document so sent shall be deemed for all purposes sent to all the joint holders. Anything to be agreed or specified in relation to any notice, document or other information to be served on or sent or supplied to joint holders 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.
- 41.6 A Member whose registered address is not within the United Kingdom, Channel Islands or the Isle of Man and who sends to the Company an address within the United Kingdom, Channel Islands or the Isle of Man at which a notice or other document may be sent to him by instrument, or an

address to which a notice or other document may be sent to him by electronic means, shall be entitled to have notices or other documents sent to him at that address or, where applicable, by making them available on a website and notifying the holder at that address, but otherwise:

- 41.6.1 no such Member shall be entitled to receive any notice or other document from the Company; and
- 41.6.2 without prejudice to the generality of the foregoing, any notice of a general meeting of the Company which is in fact sent or purports to be sent to such Member shall be ignored for the purpose of determining the validity of the proceedings at such general meeting.
- 41.7 A Member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the capital of the Company shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called.
- 41.8 The Board may from time to time issue, endorse or adopt terms and conditions relating to the sending of notices, other documents and proxy appointments by the Company in electronic form to Members or persons entitled by transmission and by Members or persons entitled by transmission to the Company.
- 41.9 A notice or other document may be sent by the Company to the person or persons entitled by transmission to a share by sending it in any manner the Company may choose, as authorised by these Articles, for the sending of a notice or other document to a Member, addressed to them by name, or by the title of a representative of the deceased, or trustee of the bankrupt or by any similar description at the address (if any) in the United Kingdom as may be supplied for that purpose by or on behalf of the person or persons claiming to be so entitled. Until such an address has been supplied, a notice or other document may be sent in any manner in which it might have been sent if the death or bankruptcy or other event giving rise to the transmission had not occurred.
- 41.10 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register, has been sent to a person from whom he derives his title, provided that no person who becomes entitled by transmission to a share shall be bound by any disenfranchisement notice sent under Article 12 to a person from whom he derives his title.
- 41.11 Proof that an envelope containing a notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or document was sent. Proof that a notice or other document contained in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators current at the date of adoption of these Articles, or, if the Board so resolves, any subsequent guidance so

issued, shall be conclusive evidence that the notice or document was sent and shall be conclusive evidence that the notice or other document or information was received. A notice or other document sent by the Company to a Member by post shall be deemed to be sent:

- 41.11.1 if sent by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom, the Channel Islands or the Isle of Man, or by a postal service similar to first class post or special delivery post from an address in another country to another address in that other country, on the day following that on which the envelope containing it was posted;
 - 41.11.2 if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside that country (including without limitation an address in the United Kingdom), on the third day following that on which the envelope containing it was posted; and
 - 41.11.3 in any other case, on the second day following that on which the envelope containing it was posted.
- 41.12 A notice or other document sent by the Company to a Member by electronic means shall be deemed sent to the Member on the same day on which it was sent to the Member. Such a notice or other document shall be deemed sent by the Company to the Member on that day notwithstanding that the Company becomes aware that the Member has failed to receive the relevant notice or other document for any reason and notwithstanding that the Company subsequently sends a hard copy of such notice or other document by post to the Member. Any notice, document or other information made available on a website shall be deemed to have been received on the first day of the publication period (as defined in Article 41.3) or, if later, when a notice of availability is received or deemed to have been received pursuant to this Article.
- 41.13 Except when the subject or context otherwise requires, in Articles 1 and Articles 41.4 to 41.12 (inclusive), references to a notice include without limitation references to any notification required by the Act or these Articles in relation to the publication of any notices or other documents on a website.
- 41.14 If at any time the Company is unable effectively to convene a general meeting by notices sent through the post in the United Kingdom, by electronic means or by making it available on the website, as a result of the suspension or curtailment of postal services in the United Kingdom or of the relevant communication system in the United Kingdom, notice of general meeting may be sufficiently given to the Members affected by advertisement in the United Kingdom. Any notice given by advertisement for the purpose of this Article shall be advertised in at least one newspaper having a national circulation. If advertised in more than one newspaper, the advertisements shall appear on the same date. Such notice shall be deemed to have been sent to all

persons who are entitled to have notice of meetings sent to them on the day when the advertisement appears. In any such case, the Company shall send confirmatory copies of the notice by post or by electronic means to the persons entitled to receive them or, where applicable, notify the affected Members of availability on the website, if at least seven days before the meeting the sending or supply of notices by post, by electronic means or by making it available on a website has again become generally possible.

41.15 If on three consecutive occasions notices sent through the post to any Member at his registered address or his address for the service of notices have been returned undelivered, or if, after any one such occasion, the Board or any committee authorised by the Board on its behalf are of the opinion, after making all reasonable enquiries, that any further notices to such Member would, if sent as aforesaid, likewise be returned undelivered, such Member shall not thereafter be entitled to receive notices from the Company until he shall have communicated with the Company in respect of his shares and supplied in writing to the transfer office a new registered address or address within the United Kingdom, Channel Islands or the Isle of Man for the service of notices.

41.16 Where a Member has been sent a notice, document or other information by the Company otherwise than in hard copy form, the Company will, without charge, send a copy of such notice, document or other information in hard copy form to the Member concerned within 21 days after receipt by the Company of a request in writing therefor from such Member.

42 UNTRACED SHAREHOLDERS

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

42.1.1 during a period of 12 years before the date of publication of the advertisements referred to in Article 42.1.2 (or, if published on different dates, the first date) (the “**relevant period**”):

42.1.1.1 the Company has paid at least three dividends, whether interim or final, in respect of the shares in question;

42.1.1.2 no cheque or warrant in respect of any such dividend sent by the Company through the post in a pre-paid letter addressed to the Member (or to the person entitled by transmission to the share or stock) at his address on the register or the last known address given by the Member (or the person entitled by transmission) has been cashed; and

- 42.1.1.3 no communication has been received by the Company from the Member or the person entitled by transmission;
- 42.1.2 the Company has, at the expiry of the relevant period, by advertisement in both a national daily newspaper and in a newspaper circulating in the area in which the address referred to in Article 42.1.1.2 is located, given notice of its intention to sell such share or stock;
- 42.1.3 the Company has not, during the further period of three months following the publication of the advertisements and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission; and
- 42.1.4 the Company has first given notice in writing to the London Stock Exchange of its intention to sell such shares or stock.
- 42.2 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such share or stock and such instrument of transfer is as effective as if it had been executed by the registered holder of or person entitled by the transmission to such share or stock. The Company must account to the Member or other person entitled to such share or stock for the net proceeds of such sale by crediting all money in respect of those proceeds to a separate account which are a permanent debt of the Company and the Company is deemed to be a debtor and not a trustee in respect of it for such Member or other person. Money carried to such separate account may either be employed in the business of the Company or invested in such investments other than shares of the Company or its holding company if any as the Directors may from time to time think fit.

43 **DESTRUCTION OF DOCUMENTS**

- 43.1 The Company may destroy:
- 43.1.1 any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- 43.1.2 any dividend mandate or any variation or cancellation of it or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the Company;
- 43.1.3 any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration;
- 43.1.4 any other document on the basis of which any entry in the register is made at any time after the expiry of six years from the date an entry in the register was first made in respect of it;

- 43.1.5 all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment;
- 43.1.6 all proxy appointments which have been used for the purpose of a poll at any time after the expiration of one year from the date of use; or
- 43.1.7 all proxy appointments which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the proxy appointment relates and at which no poll was demanded,

provided that the Company may destroy any such type of document at a date earlier than that authorised by this Article if a copy of such document is made and retained (whether electronically, by microfilm, by digital imaging or by other similar means) until the expiration of the period applicable to the destruction of the original of such document.

43.2 It will 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 destroyed in accordance with Article 43.1 was duly and properly made, that every share certificate so destroyed was a valid certificate duly and properly cancelled that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed under Article 43.1 was a valid and effective document in accordance with its recorded particulars in the books or records of the Company provided that:

- 43.2.1 the provisions of Article 43.1 apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- 43.2.2 nothing contained in Article 43.1 is construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as set out in Article 43.1 or in any case where the conditions of Article 43.2.1 are not fulfilled; and
- 43.2.3 references in this Article 43 to the destruction of any document include references to its disposal in any manner.

44 PROVISION FOR EMPLOYEES

The Board is hereby authorised to make such provision as may seem appropriate for the benefit of any persons employed or formerly employed by the Company or any of its subsidiary undertakings in connection with the cessation of the transfer of the whole or part of the undertaking of the Company or any subsidiary undertaking. Any such provision shall be made by a resolution of the Board in accordance with the Act.

45 INDEMNITY, INSURANCE AND FUNDING EXPENDITURE

- 45.1 Subject to the provisions of, and so far as may be consistent with (and not void under), the Act, every director, secretary or other officer of the Company or any associated company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office. Subject to the provisions of the Act, the Company shall have the power to purchase and maintain for any director, officer or employee of the Company or any associated company insurance against any liability.
- 45.2 The Company may fund a Director's expenditure and that of a director of any subsidiary of the Company for any purposes permitted under the Act (including, without limitation, for the purposes permitted under sections 205 and 206 of the Act) and may do anything to enable a Director or a director of any subsidiary of the Company to avoid incurring such expenditure as provided in the Act (including, without limitation, for the purposes permitted under sections 205 and 206 of the Act).

46 **INDEMNITY AGAINST CLAIMS IN RESPECT OF SHARES**

- 46.1 The provisions of Article 46.1 will apply whenever any law for the time being of any country, state or place imposes, or purports to impose, any immediate or future or possible liability on the Company to make any payment, or empowers any government or taxing authority or government official to require the Company to make any payment, in respect of any shares held, either jointly or solely, by a Member or in respect of any dividends or other money due or payable or accruing due or which may become due or payable to such Members by the Company or in respect of any such shares or for or on account or in respect of any Member in consequence of:
- 46.1.1 the death of such Member;
- 46.1.2 the non-payment of any income tax or other tax by such Member in respect of any shares in the company or dividend or other payment in respect of such shares; or
- 46.1.3 the non-payment of any estate, probate, succession, death, stamp or other duty by the executor or administrator of such Member or by or out of his estate.
- 46.2 In the circumstances described in Article 46.1, the Company:
- 46.2.1 will be fully indemnified by such Member or his executor or administrator from all liability arising by virtue of such law; and
- 46.2.2 may recover as a debt due from such Member or his executor or administrator, wherever constituted or residing, any money paid by the Company under or in consequence of any such law, together

with interest on it at the rate of 15 per cent. per annum from the date of payment to the date of repayment.

- 46.3 Nothing contained in Articles 46.1 and 46.2 prejudices or affects any right or remedy which any law may confer or purport to confer on the Company and, as between the Company and every such Member as is referred to in Article 46.1, his executor, administrator and estate, wherever constituted or situated, any right or remedy which such law confers or purports to confer on the Company will be enforceable by the Company.

47 **WINDING UP**

- 47.1 The power of sale of a liquidator shall include a power to sell wholly or partially for shares or debentures, or other obligations of another company, either then already constituted or about to be constituted, for the purposes of carrying out the sale.
- 47.2 If the Company shall be wound up voluntarily, the liquidator may, with the authority of a special resolution and any sanction required by law, divide among the Members (excluding any Members holding shares as treasury shares) in kind the whole or any part of the assets of the Company and whether or not the assets consist of property of one kind or of different kinds and may for this purpose set such value as he deems fair on any class or classes of property and may determine on the basis of that valuation and in accordance with the then existing rights of Members how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the same authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator shall think fit but so that no Member shall be compelled to accept any asset in respect of which there is a liability or potential liability.

48 **TSXV REQUIREMENTS**

- 48.1 In this Article 48 "**TSXV Listing**" means the proposed listing of the entire issued and to be issued share capital of the Company on the TSX Venture Exchange (the "**TSXV**"); "**fair market value**" means "the monetary consideration that, in an open and unrestricted market, a prudent and informed buyer would pay to a prudent and informed seller, each acting at arm's length with the other and under no compulsion to act" and "**non-assessable**" means "fully paid up and not subject to any call for payment under the Articles or under the Act".
- 48.2 If the Company's proposed TSXV Listing shall not have become effective by 31 July 2018 (or such later date (if any) as the Company and TSXV may agree) this Article 48 shall be of no effect.
- 48.3 This Article 48 shall only operate for so long as any shares or class of shares, in the Company are admitted to trading on the TSXV or on any other exchange that is part of the TMX Group Limited (the "**TMX Group**") from time to time.

- 48.4 Subject to the provisions of the Act and to the authority of the Company in general meeting required by the Act, shares shall not be issued by the Directors until the consideration for the shares has been fully paid whether in money, money's worth in accordance with the Act or for non – cash consideration in accordance with the Act.
- 48.5 Subject to the provisions of the Act and to the authority of the Company in general meeting required by the Act, the Directors shall allot shares at fair market value and if they knowingly do not do so this shall be treated as a breach of these Articles.
- 48.6 The Directors and classes of Directors (if any) shall have the same voting rights save in case of an equality of votes, where the chairman of the meeting shall have a second or casting vote in accordance with Article 33.1.
- 48.7 The Shares shall be fully paid and non-assessable.
- 48.8 The Directors and classes of Directors (if any) shall have the same voting rights save in case of an equality of votes, where the chairman of the meeting shall have a second or casting vote in accordance with Article 33.1.
- 48.9 The Directors agree to use reasonable endeavours to consult with the TSXV or any other exchange which is part the TMX Group on which the Shares are listed; prior to proposing any resolution to amend the Articles in any material respect (save for a change of the Company's name in accordance with Article 4).