

Company No. 02894077

ARTICLES OF ASSOCIATION

of

BAILLIE GIFFORD UK GROWTH TRUST PLC

Incorporated 28 January 1994

Adopted by special resolution passed on [●] [September] 2022

CONTENTS

PRELIMINARY.....	1
1. EXCLUSION OF MODEL ARTICLES	1
2. INTERPRETATION	1
3. LIABILITY OF MEMBERS	6
4. CHANGE OF COMPANY NAME.....	6
REGISTERED OFFICE	6
5. REGISTERED OFFICE	6
SHARE CAPITAL	7
6. ORDINARY SHARE RIGHTS.....	7
7. STATUS OF NEW SHARES	7
8. ALTERATIONS OF CAPITAL.....	7
CLASS RIGHTS AND MEETINGS	8
9. CONSENT REQUIREMENTS AND CLASS MEETINGS GENERALLY.....	8
10. SHARES WITH PREFERENTIAL RIGHTS.....	9
11. FURTHER ISSUES OF SHARES	9
SHARES	9
12. COMMISSIONS.....	9
13. POWER TO ALLOT SHARES.....	10
14. EXCLUSION OF PRE-EMPTION RIGHTS	10
15. RENUNCIATION OF ALLOTMENTS	11
16. NON-RECOGNITION OF TRUSTS.....	11
SHARE CERTIFICATES AND UNCERTIFICATED HOLDINGS	11
17. ISSUE AND EXECUTION OF SHARE CERTIFICATES.....	11
18. UNCERTIFICATED HOLDINGS	12
CALLS ON SHARES	14

19.	POWER TO MAKE CALLS.....	14
20.	LIABILITY OF JOINT HOLDERS	14
21.	POWER OF CHARGEES TO MAKE CALLS.....	14
22.	INTEREST ON UNPAID CALLS	14
23.	WHEN CALL DULY MADE AND PAYABLE.....	15
24.	DIFFERENTIATION OF CALLS	15
25.	PAYMENTS IN ADVANCE OF CALLS	15
	LIEN ON SHARES.....	15
26.	COMPANY'S LIEN ON PARTLY PAID SHARES.....	15
27.	POWER OF DIRECTORS TO SELL SHARES SUBJECT TO A LIEN	15
28.	APPLICATION OF SALE PROCEEDS	16
29.	REGISTRATION OF PURCHASER AS THE HOLDER OF THE SHARES.....	16
	FORFEITURE OF SHARES.....	16
30.	NOTICE REQUIRING PAYMENT OF UNPAID CALLS	16
31.	CONTENTS OF NOTICE REQUIRING PAYMENT	16
32.	FORFEITURE ON NON-COMPLIANCE WITH NOTICE	17
33.	FORFEITURE TO INCLUDE DIVIDENDS	17
34.	NOTICE OF FORFEITURE	17
35.	POWER TO DEAL WITH FORFEITED SHARES	17
36.	CANCELLATION OF FORFEITURE	17
37.	LIABILITY TO PAY ALL CALLS MADE PRIOR TO FORFEITURE	17
38.	EFFECT OF FORFEITURE ON CLAIMS AGAINST THE COMPANY IN RESPECT OF THOSE SHARES.....	18
39.	STATUTORY DECLARATION CONCLUSIVE OF FORFEITURE.....	18
40.	SURRENDER IN LIEU OF FORFEITURE	18
	TRANSFER OF SHARES.....	18

41.	FORM OF TRANSFER.....	18
42.	CLOSING THE REGISTER OF TRANSFERS.....	19
43.	DIRECTORS' POWER TO DECLINE TO REGISTER TRANSFERS.....	19
44.	FURTHER DISCRETION NOT TO RECOGNISE A SHARE TRANSFER DOCUMENT.....	20
45.	DIRECTORS' DISCRETION TO REGISTER UNCERTIFICATED SHARES.....	20
46.	RETENTION OF SHARE TRANSFER DOCUMENTS BY THE COMPANY.....	20
47.	NO FEE PAYABLE FOR REGISTRATION.....	21
	TRANSMISSION OF SHARES.....	21
48.	TRANSMISSION ON DEATH.....	21
49.	NOTICE OF ELECTION FOR REGISTRATION OF TRANSFER.....	21
50.	RIGHTS OF PERSON ENTITLED TO A SHARE.....	21
51.	PROHIBITION ON SHAREHOLDINGS BY NON-QUALIFIED PERSON.....	22
	GENERAL MEETINGS.....	23
52.	CONVENING AND PARTICIPATING IN GENERAL MEETINGS.....	23
53.	ELECTRONIC MEETINGS.....	24
54.	GENERAL MEETING HELD AT MORE THAN ONE PHYSICAL LOCATION.....	25
	NOTICE OF GENERAL MEETINGS.....	26
55.	PERIODS OF NOTICE FOR GENERAL MEETINGS AND PERSONS ENTITLED TO NOTICE.....	26
56.	CONTENTS OF NOTICE.....	27
57.	MEANING OF ORDINARY BUSINESS.....	29
58.	POSTPONEMENT OF GENERAL MEETINGS.....	29
59.	QUESTIONS AT GENERAL MEETINGS.....	30
60.	CIRCULATION OF RESOLUTIONS AND OTHER MATTERS ON REQUISITION OF MEMBERS.....	30
	PROCEEDINGS AT GENERAL MEETINGS.....	31
61.	QUORUM.....	31

62.	ADJOURNMENT IF QUORUM NOT PRESENT	31
63.	GENERAL POWER OF ADJOURNMENT	31
64.	NOTICE OF ADJOURNED MEETING	32
65.	CHAIRMAN OF MEETING	32
66.	SECURITY ARRANGEMENTS	33
67.	ORDERLY CONDUCT	33
68.	ENTITLEMENT TO ATTEND, SPEAK AND PARTICIPATE	33
69.	VOTING AND DEMANDS FOR A POLL	33
70.	DECLARATION OF THE RESULT OF VOTING	34
71.	CONDUCT OF A POLL	34
72.	TIME FOR TAKING A POLL	35
73.	RESULTS OF A POLL	35
74.	AMENDMENTS TO RESOLUTIONS	36
	VOTING RIGHTS	36
75.	VOTING RIGHTS OF MEMBERS	36
76.	VOTING RIGHTS OF PERSONS UNDER DISABILITY	37
77.	VOTING RIGHTS OF JOINT HOLDERS	37
78.	OBJECTIONS TO AND ERRORS IN VOTING	37
79.	PROXY VOTES	38
80.	APPOINTMENT OF PROXIES	38
81.	DEPOSIT OF PROXY	38
82.	TIME LIMIT ON VALIDITY OF PROXY	39
83.	AUTHORITY CONFERRED BY PROXY	39
84.	POWER TO APPOINT ATTORNEY	40
85.	VALIDITY OF VOTES CAST BY PROXY OR POWER OF ATTORNEY	40
	DISENFRANCHISEMENT	40

86.	CIRCUMSTANCES IN WHICH SHARES DISENFRANCHISED	40
87.	DISENFRANCHISEMENT MAY APPLY TO ONLY PART OF A MEMBER'S HOLDING.....	42
88.	SIGNATURE OF STATEMENTS ON BEHALF OF BODY CORPORATE.....	42
89.	RIGHT TO REQUIRE ADDITIONAL INFORMATION	42
90.	WHEN DISENFRANCHISEMENT CEASES TO APPLY	42
91.	REGISTRATION OF INFORMATION RECEIVED	43
92.	CANCELLATION OF NOTICES	43
93.	REPRESENTATION OF CORPORATE MEMBERS.....	43
	DIRECTORS.....	43
94.	NUMBER OF DIRECTORS	43
95.	SHARE QUALIFICATION AND RIGHTS CONCERNING GENERAL MEETING.....	43
96.	FEES OF NON-EXECUTIVE DIRECTORS	44
97.	REIMBURSEMENT OF EXPENSES.....	44
98.	PAYMENT OF ADDITIONAL REMUNERATION IN SPECIAL CIRCUMSTANCES.....	44
99.	A DIRECTOR'S INTERESTS IN CONTRACTS WITH THE COMPANY	44
100.	RESTRICTIONS ON A DIRECTOR'S POWER TO VOTE WHERE HE HAS AN INTEREST	44
101.	DIRECTORS' AUTHORISATION OF SITUATIONS IN WHICH A DIRECTOR HAS AN INTEREST	46
102.	DECLARATION OF DIRECTOR'S INTERESTS IN CONTRACTS	47
103.	SHARES HELD BY THE COMPANY	47
	MANAGING AND EXECUTIVE DIRECTORS.....	47
104.	APPOINTMENT OF DIRECTORS TO EXECUTIVE OFFICE.....	47
105.	REMUNERATION ETC. OF DIRECTORS APPOINTED TO EXECUTIVE OFFICE	47
106.	APPLICATION OF RETIREMENT BY ROTATION PROVISIONS TO ALL EXECUTIVE DIRECTORS.....	48
107.	DELEGATION TO DIRECTORS HOLDING EXECUTIVE OFFICE	48

APPOINTMENT AND RETIREMENT OF DIRECTORS	48
108. VACATION OF OFFICE OF A DIRECTOR.....	48
109. RETIREMENT OF DIRECTORS	49
110. RE-ELECTION OR REPLACEMENT OF RETIRING DIRECTORS	49
111. RESOLUTIONS FOR THE APPOINTMENT OF DIRECTORS.....	49
112. POWER TO ALTER LIMITS ON THE NUMBER OF DIRECTORS	50
113. REMOVAL OF DIRECTORS BY SPECIAL OR ORDINARY RESOLUTION.....	50
114. DIRECTORS' POWER TO APPOINT ADDITIONAL DIRECTORS OR TO FILL CASUAL VACANCIES	50
115. PROCEDURE IF INSUFFICIENT DIRECTORS APPOINTED	50
ALTERNATE DIRECTORS	51
116. POWER TO APPOINT ALTERNATE DIRECTORS AND THEIR STATUS.....	51
PROCEEDINGS OF DIRECTORS.....	52
117. DIRECTORS' MEETINGS	52
118. QUORUM FOR A BOARD MEETING	53
119. RESOLUTIONS IN WRITING.....	53
120. POWERS OF DIRECTORS TO ACT NOTWITHSTANDING REDUCTION BELOW MINIMUM NUMBER	53
121. APPOINTMENT OF CHAIRMAN.....	53
122. APPOINTMENT OF AND DELEGATION OF POWERS TO COMMITTEES	53
123. PROCEEDINGS OF COMMITTEES	54
124. VALIDITY OF ACTS OF DIRECTORS.....	54
BORROWING POWERS.....	54
125. GENERAL POWER OF DIRECTORS TO EXERCISE THE COMPANY'S BORROWING POWERS.....	54
126. PROTECTION OF THIRD PARTIES IF RESTRICTIONS ON BORROWING POWERS BREACHED.....	57
GENERAL POWERS OF DIRECTORS	57

127.	MANAGEMENT OF THE BUSINESS	57
128.	POWER TO ESTABLISH LOCAL BOARDS ETC.....	57
129.	APPOINTMENT OF ATTORNEYS.....	58
130.	SIGNATURE OF CHEQUES, BILLS ETC.....	58
131.	ESTABLISHMENT OF PENSION OR BENEFIT SCHEMES, CLUBS, FUNDS ETC.	58
	SECRETARY	59
132.	APPOINTMENT OF SECRETARY.....	59
133.	APPOINTMENT OF ASSISTANT OR DEPUTY SECRETARY	59
134.	RESTRICTIONS WHERE DIRECTOR AND SECRETARY ARE ONE AND THE SAME ...	59
	THE SEAL.....	59
135.	FORMALITIES CONCERNING USE OF THE SEAL	59
	RESERVES	60
136.	SUMS CARRIED TO RESERVE.....	60
137.	CAPITAL RESERVE.....	60
	DIVIDENDS	61
138.	POWER TO DECLARE DIVIDENDS	61
139.	APPORTIONMENT OF DIVIDENDS.....	61
140.	DIVIDENDS PAYABLE IN ANY CURRENCY	61
141.	POWER TO PAY INTERIM AND FIXED DIVIDENDS	61
142.	SHARE PREMIUM ACCOUNT.....	62
143.	DIVIDENDS NOT TO BEAR INTEREST	62
144.	DEDUCTION OF DEBTS DUE TO COMPANY	62
145.	RETENTION OF DIVIDENDS AND BONUSES PAYABLE ON SHARES OVER WHICH THE COMPANY HAS A LIEN.....	62
146.	RETENTION OF DIVIDENDS AND BONUSES WHERE A SECTION 793 NOTICE HAS NOT BEEN COMPLIED WITH	62
147.	WHEN RIGHT OF RETENTION UNDER ARTICLE 146 CEASES.....	63

148.	UNCLAIMED AND RETAINED DIVIDENDS	63
149.	PAYMENT OF DIVIDENDS IN SPECIE	63
150.	PAYMENT PROCEDURE	64
151.	UNCASHED DIVIDENDS	65
152.	POWER TO SPECIFY RECORD DATES	66
	SHARES IN LIEU OF DIVIDEND	66
153.	POWER TO OFFER SHARES IN LIEU OF CASH DIVIDENDS	66
	CAPITALISATION OF PROFITS AND RESERVES	67
154.	POWER TO CAPITALISE PROFITS AND RESERVES	67
	MINUTES AND BOOKS	68
155.	REQUIREMENTS CONCERNING MINUTES	68
156.	REQUIREMENTS CONCERNING REGISTERS	69
157.	FORM OF REGISTERS	69
	ACCOUNTS	69
158.	COMPLIANCE WITH STATUTES	69
159.	RIGHTS TO INSPECT BOOKS	69
160.	PRESENTATION OF ACCOUNTS ETC. TO MEMBERS	69
161.	RIGHTS TO RECEIVE COPIES OF ACCOUNTS	70
	AUDITORS	70
162.	COMPLIANCE WITH STATUTES	70
163.	VALIDITY OF ACTS OF AUDITORS	70
164.	AUDITORS' ENTITLEMENT CONCERNING GENERAL MEETINGS	70
	NOTICES AND DOCUMENTS	71
165.	SERVICE OF NOTICES, DOCUMENTS AND OTHER INFORMATION	71
166.	RECORD DATE FOR SERVICE	72
167.	MEMBERS RESIDENT ABROAD OR ON BRANCH REGISTERS	72

168.	DEEMED DELIVERY	72
169.	RIGHT TO HARD COPIES	73
170.	DOCUMENTS SENT TO THE COMPANY	73
171.	DEATH OR BANKRUPTCY OF A MEMBER	73
172.	ATTENDANCE AT MEETING TO SIGNIFY RECEIPT OF NOTICE	74
173.	NOTICE WHEN POST NOT AVAILABLE	74
174.	NOTICE BY ADVERTISEMENT	74
	UNTRACED SHAREHOLDERS	74
175.	POWER OF COMPANY TO SELL SHARES OF UNTRACED MEMBERS	74
	WINDING UP	76
176.	DURATION	76
177.	DISTRIBUTION OF ASSETS BY LIQUIDATOR	76
178.	POWERS OF LIQUIDATOR	77
	DESTRUCTION OF DOCUMENTS	77
179.	CIRCUMSTANCES IN WHICH COMPANY MAY DESTROY CERTAIN DOCUMENTS	77
	SECRECY	78
180.	MEMBERS NOT ENTITLED TO INFORMATION WHICH THE DIRECTORS CONSIDER WOULD BE INAPPROPRIATE TO COMMUNICATE TO THE PUBLIC	78
	INDEMNITY	78
181.	INDEMNIFICATION OF DIRECTORS AND OTHER OFFICERS	78
	LIABILITY FOR LOSS OF FINANCIAL ASSETS HELD IN CUSTODY	79
182.	LIABILITY FOR LOSS OF FINANCIAL ASSETS HELD IN CUSTODY	79
	VALUATION OF THE COMPANY'S ASSETS	79
183.	VALUATION OF THE COMPANY'S ASSETS	79
	INVESTOR DISCLOSURES	79
184.	INVESTOR DISCLOSURES	79

OBLIGATION TO PROVIDE INFORMATION TO THE COMPANY.....	80
185. OBLIGATION TO PROVIDE INFORMATION TO THE COMPANY.....	80

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BAILLIE GIFFORD UK GROWTH TRUST PLC

Adopted by special resolution passed on [●] [September] 2022

PRELIMINARY

1. EXCLUSION OF MODEL ARTICLES

No articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including, without limitation, the regulations contained in Table A of The Companies (Tables A to F) Regulations 1985 and the articles contained in The Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) and any amendment, re-enactment or substitution thereof from time to time) shall apply as the articles or regulations of the Company except insofar as they are repeated or contained in these Articles.

2. INTERPRETATION

2.1. In these Articles, the following words have the following meanings unless inconsistent with the context:

"AIFM Rules" means (i) the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773) (the **"EU AIFM Directive"**) and any other implementing measure which operated to transpose the Alternative Investment Fund Managers Directive (2011/61/EU) into UK law before 31 January 2020, each as amended from time to time; (ii) the UK versions of the EU AIFM Delegated Regulation and any other delegated regulations in respect of the EU AIFM Directive, each being part of UK law by virtue of the European Union (Withdrawal) Act 2018, as further amended and supplemented from time to time; and (iii) all associated provisions of the FCA Handbook;

"these Articles" means these Articles of Association, whether as originally adopted or as from time to time altered by special resolution;

"Auditors" means the auditors for the time being of the Company;

"authenticated" has the meaning given in section 1146 of the Companies Act 2006;

"certificated" means in relation to a share, a share which is recorded in the Register as being in certificated form;

"Common Reporting Standard" means any provision of the International Tax Compliance Regulations 2015 and any orders, regulations or other subordinate legislation made thereunder relating to the obligations on investment companies to share information with the tax authorities in the United Kingdom;

"Companies Act 2006" means the Companies Act 2006 (as amended from time to time);

"Company" means Baillie Gifford UK Growth Trust plc;

"connected" in relation to a director of the Company has the meaning given in section 252 of the Companies Act 2006;

"Directors" or **"board"** means the directors for the time being of the Company or any of them duly acting as the board of directors of the Company;

"electronic address" means any address or number used for the purposes of sending or receiving documents or information by electronic means;

"electronic form" and **"electronic means"** have the meaning given in section 1168 of the Companies Act 2006;

"EU AIFM Delegated Regulation" means the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision;

"FATCA" means sections 1471 to 1474 of the US Tax Code, known as the US Foreign Account Tax Compliance Act (together with any regulations, rules and guidance implementing such sections and any applicable intergovernmental agreement or information exchange agreement and related statutes, regulations, rules and guidance thereunder);

"FCA Handbook" the handbook of rules and guidance of the Financial Conduct Authority, as amended from time to time;

"Financial Conduct Authority" or **"FCA"** the Financial Conduct Authority of the United Kingdom, including any replacement or substitute thereof, and any regulatory body or person succeeding, in whole or in part, to the functions thereof;

"FSMA" means the Financial Services and Markets Act 2000 (as amended from time to time);

"Group" means the Company and its subsidiary undertakings if any;

"hard copy" and **"hard copy form"** have the meaning given in section 1168 of the Companies Act 2006;

"holder" in relation to any shares means the member whose name is entered in the Register as the holder of those shares;

"Listing Rules" means the rules made under Part VI of FSMA in relation to admission to listing and continuing obligations, and set out in "The Listing Rules" published by the Financial Conduct Authority, as amended;

"London Stock Exchange" means London Stock Exchange plc;

"member" has the meaning given in section 112 of the Companies Act 2006;

"minority proportion" means a proportion equal to the proportion of the issued share capital of a partly-owned subsidiary undertaking which is not attributable to a member of the Group

"month" means calendar month;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"ordinary shares" means ordinary shares of 25p each in the capital of the Company;

"participating security" means a share, class of share, right of allotment of a share or other security, title to units of which is permitted to be transferred by means of a relevant system in accordance with the Uncertificated Securities Regulations;

"person entitled by transmission" means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the Register;

"Register" means the register of members of the Company;

"Registered Office" means the registered office of the Company;

"relevant system" as defined in the Uncertificated Securities Regulations, being a computer-based system and procedures which enable title to units of a security to be evidenced and transferred without a written instrument;

"Satellite Location" has the meaning ascribed thereto in Article 54.2;

"Seal" means the common seal (if any) of the Company;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"Statutes" means the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation in force from time to time relating to companies and affecting the Company;

"takeover offer" means an offer to all of the holders, or to all the holders other than the offeror and his nominee of shares in the Company, to acquire such shares or a specified proportion or number of shares, or to all of the holders, or to all of the holders other than the offeror and his nominee of a particular class of those shares, to acquire the shares of that class or a specified proportion or number of that class;

"Transfer Office" means the place where the Register is situated;

"**uncertificated**" means in relation to a share, a share title to which is recorded in the Register as being held in uncertificated form and title to which by virtue of the Uncertificated Securities Regulations, may be transferred by means of a relevant system;

"**Uncertificated Securities Regulations**" means the Uncertificated Securities Regulations 2001 (as amended from time to time);

"**United Kingdom**" means Great Britain and Northern Ireland;

"**United States**" or "**US**" means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia;

"**US Tax Code**" means the US Internal Revenue Code of 1986, as amended;

"**in writing**" means hard copy form or to the extent agreed (or deemed to be agreed by a provision of the Statutes) and as permitted by any applicable rules or regulations electronic form or website communication;

"**year**" means calendar year.

2.2. The expression "**clear days**" in relation to the period of a notice means the number of days referred to excluding:

2.2.1. the day when the notice is given; and

2.2.2. the day of the meeting.

For the purposes of this Article 2.2 "**given**" means served or delivered in accordance with Article 165;

2.3. The expression "**working day**" in relation to a period of a notice means any day other than Saturday, Sunday and Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealing Act 1971 in the part of the UK where the Company is registered;

2.4. The expressions "**debenture**" and "**debenture-holder**" respectively include "**debenture stock**" and "**debenture stockholder**";

2.5. The expression "**duly certified copy**" when used in relation to a power of attorney means a copy of the power which complies with the provisions of section 3 of the Powers of Attorney Act 1971 or any other certification method or procedure the Directors accept;

2.6. The expression "**dividend**" includes bonus;

2.7. The expression "**executed**" or "**signed**" includes any mode of execution recognised by law in respect of the document in question and, in the case of a communication in electronic form, such references are to it being authenticated;

2.8. The expression "**paid up**" includes credited as paid up;

- 2.9. The expressions "**recognised clearing house**" and "**recognised investment exchange**" have the meanings given to them by section 285 of FSMA;
- 2.10. The expression "**secretary**" includes (subject to the Statutes) any assistant or deputy secretary of the Company appointed pursuant to Article 133 and any person duly appointed by the Directors to perform any of the duties of the secretary of the Company and, where 2 or more persons are duly appointed to act as joint secretaries, or as joint assistant or deputy secretaries, of the Company, includes any one of those persons;
- 2.11. The expression "**transfer**" includes any procedure authorised by the Statutes or the Uncertificated Securities Regulations and approved or adopted by the Directors for transferring title to securities without a written instrument;
- 2.12. All of the provisions of these Articles which apply to paid up shares shall apply to securities as defined by the Uncertificated Securities Regulations and the words "**share**" and "**shareholder**" shall be construed accordingly;
- 2.13. Words signifying the singular number only shall include the plural number, and vice versa;
- 2.14. Words signifying the masculine gender only shall include the feminine gender;
- 2.15. Words signifying persons shall include corporations;
- 2.16. References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision;
- 2.17. References to a share being in uncertificated form are references to that share being an uncertificated unit of a security;
- 2.18. Subject to the above, any words or expressions defined in the Companies Act 2006 or the Uncertificated Securities Regulations shall, provided they are consistent with the subject or context, have the same meaning in these Articles;
- 2.19. The provisions of the Companies Act 2006 relating to sending documents apply where any provision in these Articles uses the words "sent", "supplied", "delivered", "provided", "given", "produced", "circulated" or any derivation of those words;
- 2.20. The marginal notes (if any) and headings are inserted for convenience only and shall not form part of, or affect the construction of, these Articles;
- 2.21. Where the context permits, the word "**address**" where it appears in these Articles includes postal address and electronic address and "**registered address**" and "**address for service**" shall be construed accordingly.
- 2.22. Where the word "**proxy**" appears in these Articles it is deemed to include any proxy or proxies appointed in accordance with Article 80.

2.23. References to a "**meeting**":

2.23.1. mean a meeting convened and held in any manner permitted by these Articles, including without limitation a general meeting (including an annual general meeting) or separate general meeting of the holders of a particular class of shares of the Company at which any or all persons entitled to be present attend and participate by means of an electronic platform and/or attend and participate at a Satellite Location, and such persons shall be deemed to be "**present**" at that meeting for all purposes of the Statutes and these Articles and "**attend**", "**attending**", "**attendance**", "**participate**", "**participating**" and "**participation**" shall be construed accordingly; and

2.23.2. shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

2.24. In the context of attendance at a meeting at a physical location used to host the meeting, the word "**present**" shall be construed as being physically present at the meeting at that meeting location.

2.25. References to an "**electronic meeting**" mean a general meeting (including an annual general meeting), or a separate general meeting of the holders of a particular class of shares, hosted on an electronic platform, whether that meeting is physically hosted at a specific location simultaneously or not.

2.26. References to an "**electronic platform**" mean a device, system, procedure, method or other facility providing an electronic means of attendance at and/or participation in a meeting as determined by the board under these Articles, including, without limitation, online platforms, application technology and conference call systems.

2.27. Nothing in these Articles shall preclude the holding and conducting of a meeting in such a way that persons who are not present together at the same place may by the use of an electronic platform or platforms or by other electronic means attend and participate at it.

3. **LIABILITY OF MEMBERS**

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

4. **CHANGE OF COMPANY NAME**

The Company may change its name by a resolution of the Directors passed in accordance with these Articles.

REGISTERED OFFICE

5. **REGISTERED OFFICE**

The Company's registered office is to be situated in England and Wales.

SHARE CAPITAL

6. ORDINARY SHARE RIGHTS

The rights and restrictions attaching to ordinary shares are as set out in these Articles and save as herein provided all ordinary shares shall rank *pari passu* in all respects.

7. STATUS OF NEW SHARES

Any capital raised by the creation of new shares will be treated as part of the original capital and will be subject to the same provisions of these Articles with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the original capital.

8. ALTERATIONS OF CAPITAL

8.1. Increase, Consolidation, Sub-Division and Cancellation

Subject to the Statutes, the Company may from time to time by ordinary resolution:

- (a) consolidate, or consolidate and then sub-divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) sub-divide its shares or any of them into shares of smaller amount than is fixed by its constitution or was fixed by the resolution creating the shares. In any subdivision the proportion between the amount paid and the amount, if any, unpaid on each share of a smaller amount shall be the same as if it was in the case of the share from which the share of a smaller amount was derived. The resolution may determine that, as between the shares resulting from the sub-division (but subject and without prejudice to any rights for the time being attached to the shares of any special class), any of them may have any preference or advantage or be subject to any restriction as compared with the others; and
- (c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

8.2. Fractions

If as a result of any consolidation and division or sub-division of shares, members of the Company are entitled to any issued shares of the Company in fractions, the Directors may decide how to deal with such fractions. In particular the Directors may sell the shares to which members have fractional entitlements for the best price reasonably obtainable and pay and distribute to and amongst the members having such entitlement in due proportions the net proceeds of sale. For the purpose of giving effect to any such sale the Directors may arrange for the shares representing the fractions to be entered in the Register as certificated shares. The Directors may sell shares representing fractions to any person (including the Company), and may appoint some person to execute or otherwise effect a transfer of the shares to the purchaser and may enter the purchaser's name in the Register as the holder. The purchaser

will not be obliged to see how the purchase money is applied and his title to the shares will not be affected if the sale was irregular or invalid in any way.

8.3. Reduction of capital

Subject to any rights for the time being attached to any shares, the Company may by special resolution reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any manner permitted by, and in accordance with, the Statutes.

8.4. Purchase of own shares

Subject to the Statutes and to any rights for the time being attached to any shares, the Company may purchase its own shares (including any redeemable shares) and may hold such shares as treasury shares or cancel them. On any purchase by the Company of its own shares neither the Company nor the board shall be required to select the shares to be purchased rateably or in any manner as between the holders of shares of the same class or as between them and the holders of shares of any other class.

CLASS RIGHTS AND MEETINGS

9. CONSENT REQUIREMENTS AND CLASS MEETINGS GENERALLY

Subject to the provisions of the Companies Act 2006, whenever the share capital is divided into different classes of shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be modified, varied, extended, abrogated or surrendered either in the manner provided by such rights or (in the absence of any such provision) with the written consent of the holders of at least three-quarters in nominal value of the issued shares of that class (excluding any shares of that class 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. The provisions of these Articles relating to general meetings apply to every separate general meeting of the holders of any class of shares, except that:

- 9.1. no member shall be entitled to receive notice of such meeting or to attend it unless he is a holder of shares of the class in question and no vote shall be given except in respect of a share of that class;
- 9.2. the necessary quorum shall be 2 persons at least present in person or by proxy and holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (excluding any shares of that class held as treasury shares);
- 9.3. if any such meeting is adjourned by reason of there being no quorum present and at the adjourned meeting a quorum as defined in Article 9.2 is not present within 5 minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the time appointed for the adjourned meeting, one holder of shares (other than treasury shares) of the class in question present in person or by proxy shall be a quorum;

- 9.4. any holder of shares of the class in question who is present in person or by proxy and entitled to vote may demand a poll; and
- 9.5. on a poll every holder of shares of the class in question who is present in person or by proxy shall have one vote for every share of that class which he holds.

10. SHARES WITH PREFERENTIAL RIGHTS

The following will not be deemed to be variations of the rights attached to any class of shares unless either the rights attached to the class expressly provide so or it is expressly provided by these Articles:

- 10.1. the creation or allotment of other shares having rights to either dividend or return of capital which rank either pari passu with, or after, a class with any preferential right to dividend or return or capital; or
- 10.2. any lawful purchase or redemption by the Company of its own shares of any class.

11. FURTHER ISSUES OF SHARES

- 11.1. Without prejudice to any special rights conferred on shareholders or holders of a class of shares, the Company by ordinary resolution may determine that any shares are allotted with special rights, privileges or restrictions.
- 11.2. The ordinary resolution referred to in Article 11.1 must be passed before the shares are allotted and the allotment is subject to the provisions of the Companies Act 2006 and these Articles.
- 11.3. Shares can be allotted:
 - 11.3.1. with a preferential, deferred or qualified right to dividends or to the distribution of assets;
 - 11.3.2. with a special or qualified or without any right of voting or with restrictions on the right to vote, or
 - 11.3.3. subject to the provisions of the Companies Act 2006, on terms that they are redeemable or at the option of the Company or the shareholder are to be liable to be redeemed and the Directors may determine the terms, conditions and manner of redemption of any such shares.

SHARES

12. COMMISSIONS

Subject to the provisions of the Companies Act 2006 and to any relevant Listing Rules, the Company may exercise the power conferred by section 553 of the Companies Act 2006 to pay commissions.

13. POWER TO ALLOT SHARES

The Company may at any time pass an ordinary resolution which authorises the Directors to allot shares in the Company or grant rights to subscribe for or to convert any security into, or to issue such shares, and, upon the passing of the ordinary resolution, the Directors shall be generally and unconditionally authorised to exercise all the powers of the Company to allot shares or grant rights to subscribe for or to convert any security into such shares provided that:

- 13.1. the maximum amount of relevant securities that may be allotted under such authority shall be the amount specified in the ordinary resolution;
- 13.2. any such authority shall, unless it is (prior to its expiry) revoked, varied or renewed, expire either on the date immediately prior to the fifth anniversary of the date on which the ordinary resolution is passed or on such earlier date specified in the ordinary resolution. The Company shall be entitled, before the authority expires, to make an offer or agreement which would or might require shares to be allotted or rights to be granted after such expiry.

14. EXCLUSION OF PRE-EMPTION RIGHTS

- 14.1. Subject to the provisions of this Article 14 and where the Directors have general authority under Article 13, the Company may pass a special resolution authorising the Directors to allot equity securities (as defined in section 560 of the Companies Act 2006) for cash. Upon the passing of the special resolution the Directors shall be authorised to allot such equity securities for cash as if section 561(1) of the Companies Act 2006 did not apply to any such allotment, provided that the power shall (unless stated otherwise in the special resolution) be limited to:
 - 14.1.1. allotments made for the purpose of, or in connection with, an offer (by any person) of equity securities to the holders of the issued ordinary shares in the capital of the Company (excluding any shares of that class held as treasury shares), where the securities respectively attributable to the interests of such holders are proportionate (as nearly as may be) to the respective numbers of ordinary shares held by such holders. Such allotments may be made subject to such exclusions or other arrangements as the Directors consider appropriate, necessary or expedient to deal with any fractional entitlements or with any legal or practical difficulties arising under the laws of any territory or the requirements of any regulatory body or recognised investment exchange or otherwise, and
 - 14.1.2. the allotment (otherwise than pursuant to Article 14.1.1) of equity securities having an aggregate nominal value not exceeding the sum specified in the special resolution. If no sum is specified, the special resolution shall be ineffective for the purposes of this Article 14.1.2.
- 14.2. The power to allot equity securities in accordance with this Article 14 shall expire on the date specified in the special resolution save that the Company will be entitled, before the date of expiry, to make an offer or agreement that would or might require equity securities to be allotted after such expiry.

15. RENUNCIATION OF ALLOTMENTS

Notwithstanding any other provisions of these Articles the Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder, recognise a renunciation of any share by the allottee in favour of some other person. The Directors may allow an allottee to renounce the share upon and subject to such terms and conditions as the Directors may impose and the Directors may refuse to register any renunciation in favour of more than 4 persons jointly.

16. NON-RECOGNITION OF TRUSTS

Except as required by these Articles or by law or by order of a court of competent jurisdiction and notwithstanding any information received by the Company pursuant to any provision of these Articles or any statutory provision relating to the disclosure of interests in voting shares or otherwise, no person shall be recognised by the Company as holding any share upon any trust. The Company shall not be bound by or be compelled in any way to recognise (even when having notice) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other right in respect of any share except a holder's absolute right to the whole of the share.

SHARE CERTIFICATES AND UNCERTIFICATED HOLDINGS

17. ISSUE AND EXECUTION OF SHARE CERTIFICATES

- 17.1. Every share certificate shall be issued under the Seal (by affixing the Seal to or printing a representation on the certificate) of the Company or an official seal kept by the Company under section 50 of the Companies Act 2006 or otherwise executed by the Company in accordance with the Companies Act 2006 or as the Directors may otherwise determine. Any such certificate which is executed otherwise than under seal may, if the Directors so determine, bear signatures affixed by some mechanical or other method or system of applying facsimile signatures. No certificate shall be issued representing shares of more than one class.
- 17.2. Every share certificate must specify the number and class and the distinguishing numbers (if any) of the shares to which it relates and the amount paid up on those shares.
- 17.3. Where the Company sends share certificates to shareholders or their agents by post, such share certificates shall be sent at the shareholders' risk.
- 17.4. In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate; and delivery of a certificate to any one of the joint holders shall be sufficient delivery to all.
- 17.5. Subject to the provisions of this Article 17, the Companies Act 2006 and the Uncertificated Securities Regulations, any person who is registered as the holder of the shares of any one class is entitled without payment to a share certificate for them within the period specified in the Companies Act 2006. This entitlement arises when shares of any one class are allotted or transferred in certificated form. It does not apply to those persons who the Uncertificated Securities Regulations or the Companies Act 2006 say are not entitled to a share certificate.

- 17.6. The Company does not have to issue a share certificate to a recognised clearing house or to its nominee or to the nominee of a recognised investment exchange.
- 17.7. If any shares are converted from uncertificated into certificated form in accordance with the Uncertificated Securities Regulations, any person whose name is entered in the Register shall be entitled without payment to a certificate for such shares within the period specified by the Uncertificated Securities Regulations.
- 17.8. Where part only of the shares comprised in a certificated holding are transferred, the certificate for the shares shall be cancelled and a new certificate for the balance of the shares issued in its place without payment.
- 17.9. Any 2 or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for the shares issued in its place without charge.
- 17.10. A member may surrender a share certificate representing shares he holds and request the Company to cancel it and to issue in its place 2 or more share certificates for such shares in such proportions as he may specify. The Directors may, if they think fit and upon payment of such reasonable out-of-pocket expenses as they shall determine, comply with such request.
- 17.11. If a share certificate is worn out, damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate shall be issued to the holder upon request. If the share certificate is worn out, damaged, or defaced the Company can require delivery up of the old certificate. If the share certificate is alleged to have been lost, stolen or destroyed, the Company can require compliance with such conditions as to evidence and indemnity as the Directors may think fit and, if the Directors think fit, reimbursement of any exceptional out of pocket expenses incurred by the Company in connection with the request. In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

18. UNCERTIFICATED HOLDINGS

- 18.1. Subject to the Uncertificated Securities Regulations and the requirements of the relevant system, the Directors have the power to make arrangements, as they think fit, for any class of shares to be a participating security.
- 18.2. If the Directors decide to implement the arrangements referred to in Article 18.1 and if the operator of the relevant system permits the class of shares to be a participating security, the following provisions will apply. These Articles will apply to any class of shares which is at any time a participating security to the extent that they are consistent with:
- 18.2.1. the holding of shares of that class in uncertificated form;
- 18.2.2. the transfer of title to shares of that class by means of a relevant system; and
- 18.2.3. the Uncertificated Securities 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 updating by the operator of the relevant system, so long as that is permitted or required by the Uncertificated Securities Regulations, of an operator register in respect of that class of shares in uncertificated form.

18.3. Subject to the Uncertificated Securities Regulations, if any class of shares is at any time a participating security:

18.3.1. the Register relating to that class shall be maintained at all times in the United Kingdom;

18.3.2. such shares may be issued in uncertificated form;

18.3.3. unless the Directors decide otherwise such shares held by the same or joint holders in certificated and uncertificated form will be treated as separate holdings; and

18.3.4. such shares may be changed from uncertificated to certificated form and from certificated to uncertificated form.

18.4. If, under these Articles or the Statutes, the Company is entitled to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over an uncertificated share, then, subject to these Articles and the Statutes, such entitlement shall include the right of the Directors to:

18.4.1. require the holder of that uncertificated share by notice in writing to change that share from uncertificated to certificated form within such period as may be specified in the notice and keep it as a certificated share for as long as the Directors require;

18.4.2. appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such share as may be required to effect the transfer of such share and such steps shall be as effective as if they had been taken by the holder of that share; and

18.4.3. take such other action that the Directors consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.

18.5. Unless the Directors otherwise determine or the Uncertificated Securities Regulations otherwise require, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.

18.6. The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the Uncertificated Securities Regulations and regularly reconciled with the relevant operator register are a complete and accurate reproduction of the particulars entered in the operator register and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance on such assumption; in particular, any provision of these Articles which requires or envisages that action will be taken in reliance on information contained in the Register shall be construed to

permit that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).

CALLS ON SHARES

19. POWER TO MAKE CALLS

- 19.1. The Directors may, subject to the provisions of these Articles and to any relevant terms of allotment, from time to time make calls upon the members in respect of all moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as they think fit.
- 19.2. 14 clear days' notice at least must be given of each call, and each member to whom the call has been made will be liable to pay the amount of each call to the person and at the time and place specified by the Directors in the notice. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Directors authorising the call has been passed.
- 19.3. A call may, at any time before the Company receives the money due in respect of the call, be partly or wholly revoked or postponed by the Directors. A person on whom a call is made will remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

20. LIABILITY OF JOINT HOLDERS

Joint holders of a share shall be jointly and severally liable to pay all instalments and calls and any one of such persons may give a receipt for any return of capital payable in respect of such share.

21. POWER OF CHARGEES TO MAKE CALLS

If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may delegate to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of the uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys (including any moneys due under Articles 22 or 23) becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated may (if so expressed) be assignable.

22. INTEREST ON UNPAID CALLS

If any member is liable to pay any call or instalment and has not paid it by the specified due date, he shall (unless the Directors otherwise determine) pay interest on the unpaid amount from the specified date for payment to the time of actual payment. The rate may be fixed by the terms of issue of the share or, if the rate is not fixed, the rate may be determined by the Directors but shall not exceed any maximum rate fixed by the Statutes. The Directors have the discretion to require a member to pay all costs, charges and expenses which the Company has incurred or becomes liable for in procuring payment of, or in consequence of the non

payment of, any call or instalment but also have the discretion to remit all or part of any interest, costs, charges or expenses.

23. WHEN CALL DULY MADE AND PAYABLE

If the terms of issue of a share make any sum payable on allotment or at any fixed date, that sum and any instalment of a call shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment. In case of non-payment, the provisions of these Articles as to payment of interest and expenses and forfeiture, and all the other relevant provisions of the Statutes and these Articles shall apply as if such sum or instalment were a call duly made.

24. DIFFERENTIATION OF CALLS

The Directors may from time to time on the issue of shares differentiate between the holders with regard to the number of calls to be paid on those shares and the times of payment.

25. PAYMENTS IN ADVANCE OF CALLS

- 25.1. The Directors may accept from any member all or any part of the money payable on his shares in advance of any calls made under Article 19. The Directors can agree to pay interest on the money paid in advance, at a rate agreed between the Directors and the member which must not exceed, without the consent of the Company by ordinary resolution, the appropriate rate (as defined in section 592 of the Companies Act 2006) from the date of the advance until the date the call would become payable.
- 25.2. In determining a member's dividend entitlement, payments made in advance of calls shall be disregarded until, and to the extent that, a call is actually made.

LIEN ON SHARES

26. COMPANY'S LIEN ON PARTLY PAID SHARES

The Company shall have a first and paramount lien and charge on every partly paid share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share. The Company's lien will extend to all dividends or other moneys payable on a share. The registration of a transfer of shares will, unless otherwise agreed between the Directors on behalf of the Company and the person to whom the shares have been so transferred, operate as a waiver of the Company's lien (if any) on such shares. The Directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article.

27. POWER OF DIRECTORS TO SELL SHARES SUBJECT TO A LIEN

For the purpose of enforcing the lien referred to in Article 26 the Directors may sell all or any of the shares subject to the lien in such manner as they think fit, but only:

- 27.1. if some sum in respect of which the lien exists is presently payable; and

- 27.2. the sum has not been paid within 14 days after a notice in writing stating the amount due, demanding payment, and giving notice of intention to sell in default, has been served on the holder of the shares or the persons (if any) entitled by transmission to the shares.

28. APPLICATION OF SALE PROCEEDS

The net proceeds of any such sale, after payment of costs of sale shall be used in or towards paying the amount due. Any balance shall (on surrender of the share certificate to the Company for cancellation in respect of shares held in certificated form) be paid to the member or the persons (if any) entitled by transmission to the shares. The Company's lien will also apply to any balance to cover any moneys due to the Company but not then payable. The Company will have the same rights over such balance as it had over the shares immediately before the sale.

29. REGISTRATION OF PURCHASER AS THE HOLDER OF THE SHARES

If the Directors sell any shares in accordance with Article 27, they may authorise some person to execute an instrument of transfer or otherwise effect a transfer of the shares to the purchaser in the name and on behalf of the holder of the shares or the persons (if any) entitled by transmission to the shares. The Directors may enter the purchaser's name in the Register as holder, and the purchaser will not be obliged to see how the purchase money is applied and his title to the shares will not be affected if the sale was irregular or invalid in any way. After the purchaser's name has been entered in the Register the validity of the sale cannot be questioned by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

FORFEITURE OF SHARES

30. NOTICE REQUIRING PAYMENT OF UNPAID CALLS

If any member fails to pay the whole or any part of any call or instalment on or before the day specified for payment, the Directors may, at any time while the whole or any part of the call or instalment remains unpaid, serve a notice on the member demanding that he pays the same together with any accrued interest and any costs, charges and expenses incurred by the Company by reason of such non-payment.

31. CONTENTS OF NOTICE REQUIRING PAYMENT

31.1. The notice shall:

31.1.1. name a date (being not less than 14 days after the date of service of the notice) on or before which the sum demanded is to be paid;

31.1.2. name the place where or method by which payment is to be made; and

31.1.3. state that in the event of non-payment on or before the date and at the place or by the method specified, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

32. FORFEITURE ON NON-COMPLIANCE WITH NOTICE

If the requirements of the notice referred to in Article 31 are not complied with, the shares to which the notice relates may be forfeited at any time before payment of all calls or instalments, interest, costs, charges and expenses due in respect of the shares has been made. The Directors must pass a resolution stating that the shares have been forfeited.

33. FORFEITURE TO INCLUDE DIVIDENDS

A forfeiture of shares under Article 32 will include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

34. NOTICE OF FORFEITURE

When any share has been forfeited in accordance with these Articles, notice of the forfeiture must be given to the person whose shares have been forfeited. An entry recording the giving of the notice and the date of the forfeiture, (which shall be the same date as the date of the Directors' resolution forfeiting the shares), must be made in the Register opposite to the entry of the share. Failure to give the notice of forfeiture or to make the required entry in the Register will not invalidate the forfeiture.

35. POWER TO DEAL WITH FORFEITED SHARES

Subject to the provisions of the Companies Act 2006 every share which is forfeited shall become the property of the Company. No voting rights shall be exercised in respect of a forfeited share and the Directors may within three years after the forfeiture sell, re-allot or otherwise dispose of it, to any person, upon such terms and in such manner as the Directors shall think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Directors may authorise some person to transfer a forfeited share to any other person. Any share not disposed of in the manner set out above within a period of 3 years from the date of its forfeiture shall at the end of that period be cancelled in accordance with the Companies Act 2006.

36. CANCELLATION OF FORFEITURE

The Directors may, at any time before a forfeited share has been sold, re-allotted or otherwise disposed of or cancelled, permit the forfeiture to be cancelled upon the payment of all calls and interest due upon and costs, charges and expenses incurred in respect of the share, and upon any further or other terms as they may think fit.

37. LIABILITY TO PAY ALL CALLS MADE PRIOR TO FORFEITURE

A member whose shares have been forfeited is liable to pay to the Company all unpaid calls and instalments, interest and expenses owing on or in respect of such shares at the time of forfeiture, with interest from the time of forfeiture to the date of payment at such rate and in the same manner as if the shares had not been forfeited. The member must also satisfy whatever claims and demands which the Company might have enforced in respect of the shares at the

time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.

38. EFFECT OF FORFEITURE ON CLAIMS AGAINST THE COMPANY IN RESPECT OF THOSE SHARES

The forfeiture of a share will result in the cancellation of all interest in, and all claims and demands against the Company in respect of, the share and all other rights and liabilities connected with the share as between the member whose share is forfeited and the Company. This does not apply to those rights and liabilities expressly preserved by these Articles, or given to or imposed on past members by the Statutes.

39. STATUTORY DECLARATION CONCLUSIVE OF FORFEITURE

A statutory declaration in writing by a director of the Company that a share has been forfeited on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it. Such statutory declaration together with (in the case of a share held in certificated form) a share certificate issued in accordance with these Articles (subject to the execution or other implementation of any necessary transfer) shall constitute a good title to the share. The purchaser or allottee shall be discharged from all calls made prior to the purchase or allotment and will not be obliged to see how the purchase money is paid. His title to the share will not be affected by any omission, irregularity, or invalidity concerning the forfeiture, sale, re-allotment or disposal of the share.

40. SURRENDER IN LIEU OF FORFEITURE

The Directors may accept the surrender of any share which they are in a position to forfeit. The same consequences shall flow from the surrender of such a share as if the share had been effectively forfeited by the Directors; in particular, any share so surrendered may be disposed of in the same manner as a forfeited share.

TRANSFER OF SHARES

41. FORM OF TRANSFER

Unless these Articles say otherwise:

- 41.1. a share held in certificated form may be transferred by an instrument of transfer in writing in any usual or common form or in any other form acceptable to the Directors ("**share transfer**"). The instrument of transfer must be executed by or on behalf of the transferor and (except in the case of a fully paid share) by or on behalf of the transferee and must be left at the Transfer Office, or at such other place in England and Wales as the Directors may from time to time decide, accompanied by the certificate of the share to be transferred and such further evidence (if any) the Directors may require to prove the title of the transferor. The transferor shall be treated as the holder of the share transferred until the name of the transferee is entered in the Register; and

- 41.2. a share held in uncertificated form may only be transferred through a relevant system in accordance with the Uncertificated Securities Regulations and the facilities and requirements of the relevant system.

42. CLOSING THE REGISTER OF TRANSFERS

In the case of a share held in uncertificated form the Register may only be closed in accordance with Regulation 26 of the Uncertificated Securities Regulations.

43. DIRECTORS' POWER TO DECLINE TO REGISTER TRANSFERS

- 43.1. The Directors may in their absolute discretion refuse to register or authorise the registration of the transfer of a share held in certificated form in any of the following circumstances:

43.1.1. if the Company has a lien on a partly paid share unless to do so would prevent dealings in partly paid shares from taking place on an open and proper basis;

43.1.2. if a notice has been duly served in respect of a share pursuant to section 793 of the Companies Act 2006 or any other provision of the Statutes concerning the disclosure of interests in voting shares and:

(a) the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent. of that class of shares (calculated exclusive of any treasury shares of that class); and

(b) the person or persons on whom the notice was served failed to comply with the requirements of the notice within the period for compliance specified in the notice (being not less than 14 days from the date of service of the notice) and remains in default in complying with the notice, unless the transfer in question is to a bona fide unconnected third party such as a sale through a recognised investment exchange or an overseas exchange or as a result of an acceptance of a takeover offer; or

43.1.3. if the transfer is of a share or shares (whether fully paid or not) in favour of more than 4 persons jointly.

If the Directors refuse to register or authorise the registration of a transfer they shall send notice of refusal to the transferee together with reasons for the refusal as soon as practicable and in any event within 2 months after the date on which a transfer form or, if Article 43.2 applies, a letter of allotment is lodged with the Company or its registrars.

- 43.2. If, and for the time that, a person fails to comply with the notice referred to in Article 43.1.2, the consequences of default under that Article will also apply (with effect from allotment) to any additional share allotted to that person after service of the notice in right of the shares which were the subject of the notice (including, without limitation, any share allotted pursuant to a rights issue or a bonus issue) as if such additional share had also been the subject of the notice.

43.3. A person shall be deemed to be in default in complying with a notice referred to in Article 43.1.2 if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false.

43.4. If any person is or is deemed to be in default in complying with a notice as referred to in Article 43.1.2 in respect of any shares held in uncertificated form, the Directors may give notice to the holder of such shares requiring such holder to change such shares held in uncertificated form to certificated form and to keep them in certificated form for as long as the Directors require. The notice may also state that the holder may not change any of such shares held in certificated form to uncertificated form. If the holder does not comply with such notice, the Directors may authorise any person to instruct the operator of the relevant system to change any such shares held in uncertificated form to certificated form.

44. FURTHER DISCRETION NOT TO RECOGNISE A SHARE TRANSFER DOCUMENT

44.1. In addition and without prejudice to their rights under Article 43 the Directors may decline to recognise any share transfer document unless:

44.1.1. it is in respect of only one class of share and is deposited at the Transfer Office (or at such other place in England and Wales as the Directors may from time to time decide);

44.1.2. it is accompanied by the relevant share certificate(s) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the share transfer document is executed by another person on behalf of the transferor, the authority of that person so to do.

44.2. Subject to the provisions of this Article 44 and to the provisions of Article 43 the Directors shall register any share transfer document submitted to them unless forbidden to do so by law. In the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, share certificates do not need to be lodged, unless certificates must by law have been issued in respect of the shares in question.

45. DIRECTORS' DISCRETION TO REGISTER UNCERTIFICATED SHARES

In respect of a share held in uncertificated form the Directors may only register or refuse to register the transfer of such a share in accordance with the Uncertificated Securities Regulations or where, in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred exceeds four.

46. RETENTION OF SHARE TRANSFER DOCUMENTS BY THE COMPANY

All share transfer documents which are registered may be retained by the Company. Any share transfer document which the Directors refuse to register shall (except in the case of fraud) be returned to the person lodging it when notification of the refusal is given.

47. NO FEE PAYABLE FOR REGISTRATION

No fee shall be charged by the Company in respect of the registration of any transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

TRANSMISSION OF SHARES

48. TRANSMISSION ON DEATH

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, shall be the only persons recognised by the Company as having any title to his interest in his shares. Nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

49. NOTICE OF ELECTION FOR REGISTRATION OF TRANSFER

49.1. A person who becomes automatically entitled to a share as a result of the death or bankruptcy of a member may:

49.1.1. elect by notice in writing to be registered as the holder of the share; or

49.1.2. transfer the share to some other person;

provided in either case he supplies to the Company such evidence of his entitlement to the share as the Directors may reasonably require.

49.2. The provisions of these Articles relating to the right to transfer a share and the registration of transfers of shares apply to the election or transfer provided for in this Article 49 as they would have applied to the person originally entitled to the share before his death or bankruptcy.

50. RIGHTS OF PERSON ENTITLED TO A SHARE

50.1. A person who becomes automatically entitled to a share as a result of the death or bankruptcy of a member:

50.1.1. (subject to the provisions of this Article 50) is entitled to receive and may give an effective receipt for any dividends or other moneys payable on the share provided that he supplies to the Company such evidence of his title to the share as the Directors may reasonably require; and

50.1.2. is not entitled to receive notice of or attend or vote at general meetings of the Company or to exercise or enjoy any right or privilege conferred by membership of the Company (except the rights given by Article 50.1.1) until he is registered as a holder of the share.

- 50.2. 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 of service, the Directors may withhold payment of all dividends and other moneys payable on or in respect of the share until the requirements of the notice have been complied with.

51. PROHIBITION ON SHAREHOLDINGS BY NON-QUALIFIED PERSON

- 51.1. If it shall come to the notice of the Directors that without the consent of the Directors a registered holder or beneficial owner of any share is a non-qualified person (as defined below), the Directors may at any time serve a notice on such non-qualified person requiring the transfer of the relevant interest in the relevant shares to a person who is not a non-qualified person. If a stock transfer form so transferring the shares and the relevant share certificate(s) have not been received at the registered office of the Company within 28 days of service of the notice or the person to whom such notice is addressed does not within such period satisfy the Directors that the requirements of the notice have been satisfied, the Company may sell the relevant shares on behalf of the holder of the shares by instructing a member of the London Stock Exchange to sell them in accordance with the best practice then obtaining to a person who is not a non-qualified person.
- 51.2. To give effect to any sale of shares pursuant to this Article the Directors may authorise some person to transfer the shares in question and an instrument of transfer signed by that person will be as effective as if it had been signed by the holder of, or person entitled by transmission to, the shares. The purchaser will not be bound to see to the application of the purchase moneys nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of sale will belong to the Company and, upon their receipt, the Company will become indebted to the former holder of, or person entitled by transmission to, the shares for an amount equal to the net proceeds of transfer. No trust will be created in respect of the debt, and no interest will be payable in respect of it and the Company will not be required to account for any moneys earned from the net proceeds of transfer which may be employed in the business of the Company or as it thinks fit.
- 51.3. The Directors may, at any time, require the registered holder of any shares to provide evidence that the registered holder and beneficial owner of any shares is not a non-qualified person, and that such shares have not been acquired for the account, or for the benefit of any non-qualified person or with a view to offering or selling the shares to a non-qualified person or in any jurisdiction in which an offer or sale of shares would not be permitted in the manner contemplated.
- 51.4. For the purpose of these Articles, a "**non-qualified person**" is any person:
- 51.4.1. to whom a transfer of shares would be in breach of any laws or requirements of any country or governmental authority or in circumstances (whether directly or indirectly affecting such persons, and whether taken alone or in conjunction with any persons, connected or not or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors, might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered;

- 51.4.2. whose holding of shares might in the opinion of the Directors cause the assets of the Company to be deemed to be "plan assets" for the purposes of ERISA;
 - 51.4.3. to whom a transfer of shares or whose holding of shares might in the opinion of the Directors require registration of the Company as an investment company under the United States Investment Company Act of 1940; or
 - 51.4.4. without prejudice to the foregoing, who is a US Person (as defined below).
- 51.5. For the purposes of this Article 51 "**ERISA**" means the United States Employee Retirement Security Act of 1974, as amended; "**United States**" means the United States of America (including the States thereof and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction, and "**US Person**" means a citizen or resident of the United States, a corporation, partnership or other entity created or organised in or under the laws of the United States, or an estate or trust, the income of which is subject to United States federal income taxation regardless of its source, other than a branch or agency of a United States bank or insurance company that is operating outside the United States for valid business reasons as a locally regulated branch or agency engaged in the banking or insurance business and not principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, as amended.

GENERAL MEETINGS

52. CONVENING AND PARTICIPATING IN GENERAL MEETINGS

- 52.1. The board may convene a general meeting whenever it thinks fit. If there are not sufficient Directors to form a quorum in order to convene a general meeting, any Director may convene a general meeting. If there is no Director, any two members may convene a general meeting in the same manner as nearly as possible as the board could have done.
- 52.2. The board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Companies Act 2006. Any meeting of the Company other than an annual general meeting shall be called a general meeting. The provisions of these Articles that relate to a general meeting shall also apply to an annual general meeting where applicable.
- 52.3. The board shall determine in relation to each general meeting (including a postponed or adjourned meeting) the means of attendance at and participation in the meeting, including whether persons entitled to attend and participate in the meeting shall be enabled to do so:
- 52.3.1. by means of an electronic platform or platforms pursuant to Article 53 (but for the avoidance of doubt, the board shall be under no obligation to offer or provide such platform, whatever the circumstances); and/or
 - 52.3.2. by attendance and participation at one or more physical locations (including at any Satellite Location pursuant to Article 54).

- 52.4. The board may make whatever arrangements it considers fit to allow those entitled to do so to attend and participate in any general meeting. In this respect, the board may authorise the use of or require any voting application, system or facility for electronic meetings as the board considers appropriate.
- 52.5. Unless the notice of meeting says otherwise or the chairman of the meeting decides otherwise, a general meeting shall be treated as taking place where the chairman of the meeting is at the time of the meeting.
- 52.6. Two or more persons who may not be in the same place as each other attend and participate in a general meeting if they are able to exercise their rights to speak and vote at that meeting. A person is able to exercise the right to speak at a general meeting if the chairman of the general meeting is satisfied that arrangements are in place so as to enable that person to communicate to all those attending the meeting while the meeting is taking place (which communication may be by means of the submission of written communication through an electronic platform). A person is able to exercise the right to vote at a general meeting if that person can vote on resolutions put to the meeting (or, in relation to a poll, can vote within the required time frame) and that person's vote can be taken into account in deciding whether or not such resolutions are passed at the same time as the votes of others attending the meeting.

53. ELECTRONIC MEETINGS

- 53.1. The board may decide to enable persons entitled to attend a general meeting to do so by simultaneous attendance by means of an electronic platform with no persons necessarily in physical attendance together at the meeting. Members or their proxies or duly authorised corporate representatives present by means of such electronic platform shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that general meeting shall be duly constituted and its proceedings valid, if the chairman of the general meeting is satisfied that adequate facilities are available throughout the meeting to enable all members and their proxies and duly authorised corporate representatives attending the meeting by whatever means to:

53.1.1. participate in the business for which the general meeting has been convened; and

53.1.2. hear all persons who speak at the general meeting,

but under no circumstances shall the inability of one or more attendees to access, or continue to access, the electronic platform for participation in the meeting despite adequate facilities being made available by the Company affect the validity of the meeting or any business conducted at the meeting.

- 53.2. If it appears to the chairman of the general meeting that the electronic platform, facilities or security at the electronic meeting have become inadequate for the purposes of holding the meeting then the chairman may, without the consent of the general meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the time of that adjournment shall be valid and the provisions of Articles 63 and 64 shall apply to that adjournment.

- 53.3. If at any general meeting at which persons are entitled to participate by means of an electronic platform, any document is required to be on display or available for inspection at the meeting (whether prior to or for the duration of the meeting or both), the Company shall ensure that the relevant document is available in electronic form to persons entitled to inspect it for at least the required period of time, and this will be deemed to satisfy any such requirement.
- 53.4. When deciding whether a person is attending or participating in a meeting other than at a physical location, it is immaterial where that person is or how that person is able to communicate with others who are attending and participating.

54. GENERAL MEETING HELD AT MORE THAN ONE PHYSICAL LOCATION

- 54.1. A general meeting may be held at more than one physical location if:
- 54.1.1. the notice convening the meeting specifies that it shall be held at more than one location; or
 - 54.1.2. the board resolves, after the notice convening the meeting has been given, that the meeting shall be held at more than one location; or
 - 54.1.3. it appears to the chairman of the meeting that the location of the meeting specified in the notice convening the meeting is inadequate to accommodate all persons entitled and wishing to attend.
- 54.2. If the board or the chairman of the meeting decide that a general meeting shall be held at more than one physical location, the board or the chairman of the meeting shall direct that the meeting shall take place at the location at which the chairman of the meeting shall preside (the "**Principal Place**") and shall make arrangements, either before or during the meeting, for simultaneous attendance and participation in the meeting by persons (being entitled to do so) attending the meeting at one or more other physical locations (whether within the same premises or not as the Principal Place) (each a "**Satellite Location**"). Such arrangements may include arrangements for controlling or regulating the level of attendance, and the safety and security of attendees, at any of such locations in the manner set out in Article 66.
- 54.3. The members present in person or by proxy or by duly authorised corporate representative at each Satellite Location shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that general meeting shall be duly constituted and its proceedings valid if the chairman of the general meeting is satisfied that adequate facilities are available throughout the meeting to enable all members and their proxies and duly authorised corporate representatives attending the meeting by whatever means to:
- 54.3.1. participate in the business for which the general meeting has been convened; and
 - 54.3.2. hear all persons who speak at the general meeting.
- 54.4. A person (a "**Satellite Chair**") shall preside at each Satellite Location (if any). Each Satellite Chair shall be appointed by the board or the chairman of the meeting, or by some person to whom the board or the chairman of the meeting has delegated the task. Every Satellite Chair

may take such action as he or she thinks necessary to maintain good order at the location where he or she is presiding and every Satellite Chair shall have all powers necessary or desirable for that purpose. Every Satellite Chair shall also carry out all requests made of them by, or on behalf of, the chairman of the meeting in relation to the conduct of the meeting and every Satellite Chair shall have all powers necessary or desirable for that purpose.

- 54.5. For the purposes of all other provisions of these Articles (unless the context requires otherwise), any general meeting which has a Principal Place and one or more Satellite Locations shall be treated as being held and taking place at the Principal Place and the powers of the chairman of the meeting shall apply equally to the Satellite Locations, including the chairman's power to adjourn the meeting under Article 63.
- 54.6. If it appears to the chairman of the general meeting that the facilities at the Principal Place or at any Satellite Location have become inadequate for the purposes of holding the meeting, then the chairman may, without the consent of the general meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the time of that adjournment shall be valid and the provisions of Articles 63 and 64 shall apply to that adjournment.
- 54.7. Nothing in this Article shall limit or restrict the board's right to enable persons to simultaneously attend and participate at a general meeting by means of an electronic platform in accordance with these Articles.

NOTICE OF GENERAL MEETINGS

55. PERIODS OF NOTICE FOR GENERAL MEETINGS AND PERSONS ENTITLED TO NOTICE

- 55.1. An annual general meeting or (save as provided by the Companies Act 2006) any general meeting at which it is proposed to pass a resolution of which special notice has been given to the Company, shall be called by at least 21 clear days' notice in writing. Any other general meeting shall be called by at least 14 clear days' notice in writing. Notice of every general meeting shall be given in the manner referred to in this Article 55 to all members entitled under these Articles or the terms of issue of the shares they hold to receive notice and whose names are entered on the Company's Register at the close of business on a day to be decided by the Directors (but in any case not more than 21 days before the date the notice is given), to the Auditors and to every director.
- 55.2. Where required by these Articles, the accidental omission to give notice or to send or supply a form of proxy or any other document or other information relating to the meeting with a notice to, or the non-receipt or non-availability of such notice, form of proxy, document or other information by, any person entitled to it shall not invalidate any resolutions passed or proceedings at any general meeting (even if the Company becomes aware of such omission or non-receipt).
- 55.3. For the purposes of this Article 55 a notice of meeting must be given in accordance with the Companies Act 2006, that is in hard copy form, electronic form or by means of a website.
- 55.4. Electronic Communication

55.4.1. If notice of meeting is sent in electronic form the Company must have complied with all applicable regulatory requirements and the person entitled to receive such notice must have agreed that the notice can be sent to him in that way and not revoked that agreement or, in the case of a company, be deemed to have agreed to receive notice in that way by a provision in the Companies Act 2006; and

55.4.2. the notice must be sent to the address specified by the person entitled to receive such notice or, in the case of notice sent to a company, an address which is deemed to have been specified by any provision of the Companies Act 2006.

55.5. Notice of meeting on a website

Provided that the Company has complied with all applicable regulatory requirements the Company may send or supply a notice of meeting by making it available on a website and where the Company makes that notice of meeting available on a website, the Company must:

55.5.1. comply with the provisions of Article 165;

55.5.2. notify persons entitled to receive such notice that the notice of meeting has been published on the website, such notification to state that it concerns a notice of meeting, to specify the place and/or electronic platform, date and time of the meeting and whether the meeting will be an annual general meeting; and

55.5.3. ensure that the notice is available on the website throughout the period beginning with the first date on which the notice of meeting is given and ending with the conclusion of the meeting and for the following two years.

55.6. A notice which is treated as given to a person by virtue of Article 55.5 is treated as given at the same time as the notification referred to in Article 55.5.2 is given.

55.7. Publication of information in advance of general meeting

The information required by section 311A(1) of the Companies Act 2006 shall be made available on a website that is maintained by or on behalf of the Company, and identifies the Company.

56. CONTENTS OF NOTICE

56.1. Every notice calling a general meeting of the Company shall:

56.1.1. specify the place and/or electronic platform, the day and time of the meeting;

56.1.2. state with reasonable prominence that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend, speak and vote instead of him and that a proxy need not be a member of the Company;

56.1.3. in the case of an annual general meeting, specify the meeting as such and where notice of such AGM is given more than 6 weeks before the date of the meeting, the notice must include:

- (a) a statement of the right under section 338 of the Companies Act 2006 to require the Company to give notice of a resolution to be moved at the meeting; and
 - (b) a statement of the right under section 338A of the Companies Act 2006 to require the Company to include a matter in the business to be dealt with at the meeting;
- 56.1.4. in the case of any annual general meeting/general meeting at which directors are retiring and offering themselves for re-election in accordance with Article 109, specify the names of the directors who are offering themselves for re-election;
- 56.1.5. state the general nature of the business to be dealt with at the meeting and if any resolution is to be proposed as a special resolution, contain a statement to that effect and the text of the resolution;
- 56.1.6. include the address of the website on which the information required by section 311A Companies Act 2006 is published;
- 56.1.7. state the procedures with which members must comply in order to be able to attend and vote at the meeting (including the date by which they must comply);
- 56.1.8. provide details of any forms to be used for the appointment of a proxy;
- 56.1.9. state the procedures for voting by electronic means; and
- 56.1.10. state that a member has the right to ask questions at the meeting in accordance with section 319A Companies Act 2006.
- 56.2. Every notice calling a meeting of any class of members of the Company shall:
- 56.2.1. specify the place and/or electronic platform, the day and time of the meeting;
 - 56.2.2. state with reasonable prominence that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend, speak and vote instead of him and that a proxy need not be a member of the Company;
 - 56.2.3. state the general nature of the business to be dealt with at the meeting and if any resolution is to be proposed as a special resolution contain a statement to that effect and the text of the resolution.
- 56.3. In the case of any general meeting the notice must contain a statement that a member is not entitled to attend and vote unless his name is entered on the Register at a time specified in the notice of meeting but which is not more than 48 hours before the time fixed for the meeting.
- 56.4. In calculating the period mentioned in Article 56.3 no account shall be taken of any part of a day that is not a working day.

- 56.5. If the board determines that a general meeting (or a general meeting of any class of members of the Company) shall be held (wholly or partly) as an electronic meeting, the notice of meeting or associated communications shall specify any access, identification, security or other arrangements determined by the board or shall state where details of such arrangements will be made available by the Company prior to the meeting.

57. MEANING OF ORDINARY BUSINESS

- 57.1. Ordinary business shall mean business transacted at an annual general meeting which is stated to be "ordinary business" and which includes the following:

57.1.1. declaring dividends;

57.1.2. receiving and adopting the financial statements of the Company, the reports of the Directors and the Auditors and other documents required by law to be attached or annexed or to be comprised in the financial statements;

57.1.3. approving the Directors' Remuneration Report;

57.1.4. appointing the Auditors (except when special notice of the resolution for their appointment is required by the Companies Act 2006) and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed;

57.1.5. appointing or re-appointing directors to fill vacancies arising at the meeting either on periodic retirement or under Article 113 or otherwise;

57.1.6. the voting of fees to the Directors; and

57.1.7. approving the holding of general meetings on less than 21 days' notice.

58. POSTPONEMENT OF GENERAL MEETINGS

If, after the sending of notice of a general meeting but before the meeting is held (or after the adjournment of a general meeting but before the adjourned meeting is held), the board, in its absolute discretion, considers that it is impractical, undesirable or unreasonable for any reason to hold the meeting on the date or at the time or place(s) and/or by means of the electronic platform specified in the notice calling the general meeting, the board may postpone or move the general meeting to another date, time, place(s) and/or change the electronic platform. No new notice of the meeting need be sent, but the board shall take reasonable steps to ensure that any member attempting to attend the meeting at the original time, place(s) and/or electronic platform is informed of the new arrangements. If a meeting is rearranged in this way, the appointment of a proxy will be valid if it is received as required by these Articles not less than 48 hours before the time appointed for holding the rearranged meeting (and in calculating such 48 hour period, the board may decide not to take account of any part of a day that is not a working day). The board may also postpone or move the rearranged meeting under this Article.

59. QUESTIONS AT GENERAL MEETINGS

- 59.1. Subject to Article 59.2, at any general meeting the Company must cause to be answered any question relating to the business being dealt with at the meeting put by a member attending the meeting.
- 59.2. The Company does not need to give an answer to any such question if:
- 59.2.1. to do so would interfere unduly with the preparation for the meeting or would involve the disclosure of confidential information;
 - 59.2.2. the answer has already been given on a website in the form of an answer to a question; or
 - 59.2.3. it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

60. CIRCULATION OF RESOLUTIONS AND OTHER MATTERS ON REQUISITION OF MEMBERS

- 60.1. Subject to the provisions of the Companies Act 2006, the Directors shall on the requisition of members and, where relevant, those entitled under section 153 of the Companies Act 2006, "**the requisitionists**":
- 60.1.1. give to the members entitled to receive notice of the next annual general meeting, notice of any resolution which may properly be moved and is intended to be moved at that meeting and of any matter which may properly be included in the business of that meeting;
 - 60.1.2. circulate to the members entitled to have notice of any general meeting, any statement of not more than one thousand words with respect to a matter referred to in any proposed resolution or other business to be dealt with at that meeting.
- 60.2. Members and requisitionists who requisition the Company to circulate the resolution or statement or any matter to be included in the business of the meeting must meet the expenses of circulation ("**the costs**") unless either:
- 60.2.1. in the case of an annual general meeting the request to circulate the resolution or statement or matter to be included in the business of the meeting is received by the Company before the end of the Company's financial year preceding the meeting, or
 - 60.2.2. the members have resolved that the Company will meet the costs.

In cases where the members and requisitionists have to meet the costs, the Company will, unless it has otherwise resolved, not be bound to circulate the resolution or statement or matter to be included in the business of the meeting unless there is deposited with it or tendered to it a sum or sums reasonably sufficient to meet the costs. The costs must, in the case of the resolution or matter to be included in the business of the meeting, be deposited or tendered not later than 6 weeks before the date of the annual general meeting to which the request

relates or, if later, the time at which the notice of the meeting is given or, in the case of the statement, be deposited or tendered not later than one week before the date of the meeting to which it relates.

PROCEEDINGS AT GENERAL MEETINGS

61. QUORUM

- 61.1. No business other than the appointment of a chairman of the meeting pursuant to Article 65 shall be transacted at any general meeting unless a quorum is present.
- 61.2. Subject to the provisions of Article 65 two members present in person or by proxy (or, being a corporation, present by a representative duly appointed under Article 93) and entitled to vote upon the business to be transacted shall be a quorum.

62. ADJOURNMENT IF QUORUM NOT PRESENT

- 62.1. If within 5 minutes from the time appointed for the holding of a general meeting (or such longer time as the chairman of the meeting may decide) a quorum is not present, the meeting, if convened on the requisition of members or requisitionists, shall be dissolved. In any other case it shall be adjourned to a day, at least 10 clear days' after the meeting and to a time and place and/or electronic platform decided by the chairman. Notice of the adjourned meeting shall be given in accordance with Article 64.
- 62.2. If at an adjourned meeting a quorum as defined in Article 61 is not present within 15 minutes from the time appointed for holding the meeting, the member or members present in person or by proxy or (in the case of a corporation) by a representative and entitled to vote upon the business to be transacted shall be a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

63. GENERAL POWER OF ADJOURNMENT

- 63.1. The chairman may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) to another time or place and/or electronic platform where it appears to him that:
 - 63.1.1. the members wishing to attend cannot be conveniently accommodated in the place or on the electronic platform appointed for the meeting; or
 - 63.1.2. the facilities or security at the place of the meeting or the electronic platform provided for the meeting have become inadequate, compromised or are otherwise not sufficient or able to allow the meeting to be conducted as intended; or
 - 63.1.3. the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
 - 63.1.4. the health, safety or wellbeing of those entitled to attend would be put at risk by their attendance at the meeting; or

- 63.1.5. an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 63.2. Without prejudice to the provisions of Article 63.1 the chairman of the meeting may with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (or indefinitely) and from place to place and/or from electronic platform to electronic platform.
- 63.3. No business shall be transacted at any adjourned meeting (whether adjourned for lack of quorum or otherwise) except business that might properly have been transacted at the meeting from which the adjournment took place and the general nature of which was stated in the notice of meeting from which the adjournment took place. Where a meeting is adjourned indefinitely, the time and place and/or electronic platform for the adjourned meeting shall be fixed by the Directors.

64. NOTICE OF ADJOURNED MEETING

- 64.1. When a meeting is adjourned for 90 days or more or indefinitely, for a reason other than lack of quorum, not less than 7 days' notice of the adjourned meeting shall be given. When a meeting is adjourned for lack of quorum pursuant to Article 62 notice of the adjourned meeting shall be given in accordance with Article 55.1 unless no business is to be dealt with at the adjourned meeting the general nature of which was not stated in the notice of the original meeting and the adjourned meeting is to be held at least 10 days after the original meeting, in which case not less than 7 days' notice of the adjourned meeting shall be given. If a general meeting is adjourned to more than one place or if a general meeting which was originally specified as a physical meeting only in the notice is adjourned to an electronic meeting, notice of the adjourned meeting shall be given notwithstanding any other provision of these Articles. Except where these Articles or the Statutes require otherwise, it shall not be necessary to give notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
- 64.2. Notice of the adjourned meeting must be given in like manner as in the case of the original meeting.
- 64.3. If a meeting is adjourned pursuant to Article 62 the notice shall state that the quorum which applies to the adjourned meeting is the quorum specified by Article 62.

65. CHAIRMAN OF MEETING

The chairman (if any) of the Directors, failing whom the deputy chairman (if any) of the Directors, shall preside as chairman at each general meeting. If there is no such chairman or deputy chairman, or if at any meeting neither are present within 5 minutes after the time appointed for holding the meeting or are present but are not willing to act, the directors present shall choose one of their number to be chairman of the meeting. If there is no director present or if all the directors present fail to agree which of their number should take the chair or if each of them declines to take the chair, the members present and entitled to vote shall (whether or not they constitute a quorum) choose one of their number to be chairman of the meeting.

66. SECURITY ARRANGEMENTS

- 66.1. The board or the chairman of the general meeting may direct that any person wishing to attend any general meeting should submit to and comply with such searches or other security, access or safety arrangements or restrictions (including, without limitation, requiring evidence of identity to be produced before entering or accessing the meeting, placing restrictions on the items of personal property which may be taken into the meeting, and implementing restrictions in order to control the level of attendance at the meeting) as the board or the chairman shall consider appropriate in the circumstances and shall be entitled in its or his absolute discretion to, or to authorise some one or more persons who may include a director or the secretary or the chairman of the general meeting to, refuse (physical or electronic) entry to, or to eject (physically or electronically) from, such general meeting any person who refuses or fails to submit to such searches or otherwise to comply with such security, access or safety arrangements or restrictions.
- 66.2. In relation to an electronic meeting, the board or the chairman of the general meeting may make any arrangement and impose any requirement or restriction as the board or the chairman shall consider appropriate to ensure the identification of those accessing or participating in the meeting, the security of the electronic platform and any electronic communications, and the orderly conduct of the meeting.

67. ORDERLY CONDUCT

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

68. ENTITLEMENT TO ATTEND, SPEAK AND PARTICIPATE

- 68.1. Each director shall be entitled to attend and speak at any general meeting of the Company. The chairman of the meeting may invite any person to attend and speak at any general meeting of the Company where the chairman considers that this will assist in the deliberations of the meeting.
- 68.2. All persons seeking to attend and participate in a general meeting by way of an electronic platform shall be responsible for maintaining adequate facilities to enable them to do so. Subject to the right of the chairman to adjourn a general meeting under these Articles, any inability of a person to attend or participate in a general meeting by means of an electronic platform shall not invalidate the proceedings of that meeting.

69. VOTING AND DEMANDS FOR A POLL

- 69.1. A resolution put to the vote at an electronic meeting (including in relation to procedural matters) shall be decided on a poll, which poll votes may be cast by such electronic means as the board, in its sole discretion, deems appropriate for the purposes of the meeting. Any such poll on

resolutions shall be deemed to have been validly demanded at the time fixed for the holding of the meeting to which it relates. Subject thereto, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- 69.1.1. by the chairman of the meeting; or
- 69.1.2. by not less than 3 members having the right to vote on the resolution; or
- 69.1.3. by a member or members representing not less than 10% of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the company held as treasury shares); or
- 69.1.4. by a member or members holding shares in 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 10% of the total sum paid up on all the shares conferring that right (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares).

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

- 69.2. For the purposes of this Article 69, a demand by a proxy under Article 83 shall be deemed to be a demand by the person appointing the proxy.
- 69.3. A demand for a poll may be withdrawn with the consent of the chairman of the meeting. Any demand so withdrawn shall not be taken to have invalidated any result of a show of hands made before the demand was made.
- 69.4. On a poll, votes may be given in person or by proxy or, (being a corporation), present by a duly appointed representative and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

70. DECLARATION OF THE RESULT OF VOTING

Unless a poll is demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, which is entered in the minute book will be conclusive evidence of that fact.

71. CONDUCT OF A POLL

- 71.1. If a poll is demanded, the chairman of the meeting may:
 - 71.1.1. decide the manner in which it is taken (including the use of a ballot or voting papers or tickets);
 - 71.1.2. appoint scrutineers (and if directed to do so by the meeting he must appoint scrutineers), and

- 71.1.3. fix the day, time and place and/or electronic platform of an adjourned meeting at which the result of the poll will be declared.

72. TIME FOR TAKING A POLL

A poll demanded by the chairman of a general meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place and by means of such attendance and participation as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately provided that the time and place and/or electronic platform at which it is to be taken was announced at the meeting at which it was demanded. The demand for a poll shall not prevent the meeting continuing in order to transact any business other than the question on which the poll has been demanded.

73. RESULTS OF A POLL

- 73.1. Where a poll is taken at any general meeting of the Company, the Company must publish as soon as reasonably practicable and in any case at the latest by the end of 16 days beginning with the day of the meeting or if later the end of the first working day after the day on which the results of the poll are declared on a website which identifies the Company and is maintained by or on behalf of the Company:

- 73.1.1. the date of the meeting;

- 73.1.2. the text of the resolution or, as the case may be a description of the subject matter of the poll;

- 73.1.3. the number of votes validly cast;

- 73.1.4. the proportion of the Company's issued share capital (determined at the time at which the right to vote is determined under section 360B(2)) of the Companies Act 2006 represented by those votes;

- 73.1.5. the number of votes cast in favour,

- 73.1.6. the number of votes cast against; and

- 73.1.7. the number of abstentions (if counted).

- 73.2. The Company must keep the information available for a period of two years beginning with the date on which it is first made available on the website.

- 73.3. Members entitled by section 342 of the Companies Act 2006 and those to whom rights are given by section 153 of the Companies Act 2006 may require the Directors to obtain an independent report on any poll taken, or to be taken, at a general meeting of the Company.

74. AMENDMENTS TO RESOLUTIONS

Amendments can be proposed to any ordinary resolution under consideration if the chairman decides that the amendment is appropriate for consideration by the meeting. If the amendment is in good faith ruled out of order by the chairman, any error in that ruling shall not invalidate the resolution. In the case of a special resolution, no amendments other than amendments to correct an obvious error may be proposed.

VOTING RIGHTS

75. VOTING RIGHTS OF MEMBERS

75.1. Subject to the provisions of the Companies Act 2006 and any restrictions imposed by these Articles and any rights or restrictions attached to any class of shares in the capital of the Company, on a vote on a resolution on a show of hands:

75.1.1. every member present in person shall have one vote;

75.1.2. every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote unless the proxy has been appointed by more than one member entitled to vote on the resolution in which case:

(a) where the proxy has been instructed by one or more of such members to vote for the resolution and by one or more of such members to vote against the resolution the proxy has one vote for and one vote against the resolution;

(b) where the proxy has been instructed by one or more of such members as to how he should vote on the resolution and all those instructions are to vote the same way, and one or more other members have given the proxy discretion as to how to vote, he may cast one vote "for" or one vote "against" in accordance with those instructions and may cast a second discretionary vote the other way;

75.1.3. each person authorised by a corporation to exercise voting powers on behalf of the corporation is entitled to exercise the same voting powers as the corporation would be entitled to. Where a corporation authorises more than one person, this is subject to Articles 75.1.3(a) and 75.1.3(b):

(a) if more than one person authorised by the same corporation purport to exercise the power to vote on a show of hands in respect of the same shares in the Company and exercise the power in the same way as each other, the power is treated as exercised in that way;

(b) if more than one person authorised by the same corporation purport to exercise the power to vote on a show of hands in respect of the same shares in the Company and do not exercise the power in the same way as each other, the power is treated as not exercised.

- 75.2. Subject to the provisions of the Companies Act 2006 and any restrictions imposed by these Articles and any rights or restrictions attached to any class of shares in the capital of the Company, on a vote on a resolution on a poll every member present in person or by proxy or (being a corporation) present by a duly appointed representative shall have one vote for every ordinary share in the capital of the Company held by him or his appointor and if entitled to more than one vote need not, if he votes, use all his votes or cast all his votes he uses in the same way.

76. VOTING RIGHTS OF PERSONS UNDER DISABILITY

If a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder has made an order appointing a person to act on behalf of a member, that person may vote in person or by proxy, whether on a show of hands or on a poll, on behalf of the member. The right to vote is only exercisable if evidence, satisfactory to the Directors, of the authority of the person claiming to exercise the right to vote is deposited at the Transfer Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised. In calculating the time period in this Article 76 no account shall be taken of any part of a day that is not a working day.

77. VOTING RIGHTS OF JOINT HOLDERS

In the case of joint holders of a share the vote of the person whose name appears before the names of the other joint holder(s) on the Register in respect of the share and who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

78. OBJECTIONS TO AND ERRORS IN VOTING

- 78.1. Any objections raised as to the qualification of any voter, or any error whereby votes have been counted which ought not to have been counted or which might have been rejected, or whereby any votes have not been counted which ought to have been counted, shall not vitiate the decision of a meeting or adjourned meeting on any resolution or any poll unless:

78.1.1. the objection or error is raised or pointed out at the meeting or adjourned meeting in question, and

78.1.2. the chairman decides that the same may have affected the decision of the meeting or the poll.

- 78.2. Any such objection or error shall be referred to the chairman of the meeting, unless the objection or error is in connection with a resolution for the election, re-election or removal of the chairman of the meeting whether as chairman or as a director of the Company (in which case any other non-executive director shall consider the matter). The decision of the chairman (or such other non-executive director, as appropriate) will be final and conclusive.

79. PROXY VOTES

A member may appoint more than one proxy to attend and to speak and vote on the same occasion, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

80. APPOINTMENT OF PROXIES

- 80.1. The appointment of a proxy ("**proxy appointment**") must be in writing and can be in any form that the Directors accept. A proxy need not be a member of the Company.
- 80.2. Subject to Article 81, in the case of an individual appointing a proxy, the proxy appointment must be given by the appointor or his attorney who is authorised in writing to do so. In the case of a corporation the proxy appointment must be given under its common seal or otherwise executed by it in accordance with the Statutes or signed on its behalf by an attorney or a duly authorised officer of the corporation. The Directors may, but are not bound to, require reasonable evidence of the authority of any such attorney or officer. Signatures need not be witnessed.
- 80.3. If the Directors in their discretion decide, and provided the Company complies with all applicable regulatory requirements, a proxy appointment may be sent in electronic form.
- 80.4. If more than one proxy is appointed in accordance with this Article 80 in respect of a different share or shares held by a member but the proxy appointment does not specify to which share or shares the appointment or appointments relate or the total number of shares in respect of which appointments are made exceeds the total holding of the member the Directors in their absolute discretion shall decide which of the proxies so appointed shall be entitled to attend and vote and be counted in the quorum at any general meeting of the Company.

81. DEPOSIT OF PROXY

- 81.1. A proxy appointment that is not being sent in electronic form must be deposited at the place specified either in (or by way of a note to) the notice convening the meeting or in the proxy appointment, or if no place is specified, at the Transfer Office not less than 48 hours before the time of the meeting or adjourned meeting at which the person named in the proxy appointment proposes to vote or, in the case of a poll taken more than 48 hours after it is demanded, not less than 24 hours before the poll is taken at which the proxy appointment is to be used.
- 81.2. A proxy appointment which is being sent in electronic form must be received at an address specified by the Company for the purpose of receiving communications in electronic form:
- 81.2.1. in (or by way of a note to) the notice convening the meeting; or
- 81.2.2. in any form of proxy appointment sent out by the Company; or
- 81.2.3. in any invitation contained in an electronic form to appoint a proxy issued by or on behalf of the Company;

in each case not less than 48 hours before the time of the meeting or adjourned meeting at which the person named in the proxy appointment proposes to vote or, in the case of a poll taken more than 48 hours after it is demanded, not less than 24 hours before the poll is taken at which the proxy appointment is to be used.

- 81.3. In the case of a poll, where the poll is not taken during or immediately following the meeting at which it was demanded, but is taken less than 48 hours after it is demanded, the proxy appointment must (unless already deposited or received in accordance with Article 81.1 or 81.2) be delivered at the meeting at which the poll was demanded either to the chairman of such meeting or to the secretary or to any one of the directors.
- 81.4. In calculating the time periods in Article 81.1, 81.2 and 81.3 no account shall be taken of any part of a day that is not a working day.
- 81.5. If a proxy appointment is not deposited, delivered or received in accordance with this Article 81 it will be invalid and if two or more apparently valid proxy appointments are deposited in respect of the same share the one which was deposited last in accordance with this Article 81 (regardless of its date or the date it was executed) will be the only one which is acceptable to the Directors in accordance with Article 80.
- 81.6. Unless a proxy appointment says otherwise, if a proxy appointment relates to more than one meeting or adjournment and is deposited, delivered or received in accordance with this Article 81, it does not need to be deposited, delivered to or received at any subsequent meeting and is valid both for any adjourned meeting and any poll demanded at that adjourned meeting.
- 81.7. The deposit, delivery or receipt of a proxy appointment shall not prevent a member who is entitled to attend and vote from attending and voting in person or on a poll at the meeting or any adjourned meeting.
- 81.8. The provisions of this Article 81 apply to the deposit, delivery or receipt of any power of attorney or authority under which the proxy appointment is given, or to a duly certified copy of the power of attorney or authority, or, in the case of a power of attorney or authority executed outside the United Kingdom to a notarially authenticated copy, as they do to the proxy appointment.

82. TIME LIMIT ON VALIDITY OF PROXY

A proxy appointment will only remain valid for 12 months from the date stated in it as the date of its execution or, if undated, the date of its receipt by the Company. The only exception to this is where an adjourned meeting is held or a poll demanded at a meeting or adjourned meeting after the 12 months' period has expired if the original meeting was held or demand for a poll was made within that period. If during the 12 months' period the authority of a person to act as proxy is terminated the termination must be notified to the Company in writing.

83. AUTHORITY CONFERRED BY PROXY

A proxy appointment, including one sent in electronic form, gives authority for the proxy to demand or join in demanding a poll and generally to act at the meeting for the member making the appointment.

84. POWER TO APPOINT ATTORNEY

Any member residing out of or absent from the United Kingdom may execute a power of attorney, either before or after leaving the United Kingdom, appointing any person to be his attorney either for the purpose of voting at any meeting or to give a general power extending to all meetings at which the member is entitled to vote. Every such power or a duly certified copy or (if such power was executed outside the United Kingdom) a notarially authenticated copy of such power shall be produced at the Transfer Office and left there for at least 48 hours before being acted upon.

85. VALIDITY OF VOTES CAST BY PROXY OR POWER OF ATTORNEY

85.1. A vote given in accordance with the terms of a proxy appointment or power of attorney will be valid notwithstanding:

85.1.1. the prior death or insanity of the person who appointed the proxy or attorney;

85.1.2. the proxy appointment or power of attorney having been revoked;

85.1.3. the authority of the person appointed as proxy or attorney having been revoked; or

85.1.4. a transfer of the share in respect of which the vote is given.

The above provisions will not apply if notice in writing of the death, insanity, revocation or transfer has in the case of a notice not in electronic form been deposited at the Transfer Office (or in the case of a proxy form at any other place specified for depositing the proxy form), or, in the case of a notice in electronic form, received at an address specified by the Company for the purpose of receiving such communications in electronic form in either case not less than 48 hours before the date of the meeting, or not less than 24 hours before the date fixed for the taking of the poll at which the proxy or attorney is to be used.

85.2. The Company shall be under no obligation to check whether a person appointed as a proxy for one or more members has voted in accordance with the instructions of such member or members and the vote or votes of such proxy shall not be invalidated should any such instructions not have been followed.

85.3. In calculating the time periods for the purposes of this Article 85, no account shall be taken of any part of a day that is not a working day.

DISENFRANCHISEMENT

86. CIRCUMSTANCES IN WHICH SHARES DISENFRANCHISED

86.1. Subject to the provisions of the Companies Act 2006, no holder of a share in the Company shall, unless the Directors otherwise determine (any such determination being for such period and subject to such terms and conditions (if any) as the Directors may, in their absolute discretion, decide), be entitled (save as proxy for another member) to be present or vote at a general meeting either personally or by proxy or exercise any other right in relation to meetings of the Company in respect of either the share he holds or (with effect from allotment) any

additional shares allotted in respect of the share which is the subject of a notice pursuant to this Article 86 (including without limitation any share allotted under a rights issue or capitalisation issue) (together "**shares**") if:

86.1.1. any call or other sum presently payable by him to the Company in respect of the shares remains unpaid; or

86.1.2. he or any other person who appears to be interested in the shares has been served, under section 793 of the Companies Act 2006 or any other provision of the Statutes concerning the disclosure of interests in voting shares, with a notice which:

(a) lawfully requires the provision of information regarding the shares to the Company within the period specified in such notice (being not less than 14 days from the date of service of such notice); and

(b) contains a warning of the consequences under this Article 86 and under the provisions of Articles 43.1.2 and 146.1 of failing to comply with such notice; and

(whether or not he is aware of the identity of the beneficial owner(s) of the share) he or such other person is in default in complying with such notice; or

86.1.3. he has been duly served with a notice which:

(a) requires him to provide or to procure that there is provided to the Company within the period specified in the notice (being not less than 14 days from the service of notice), a statement in writing authenticated by him or any other person or persons stating that he (if the statement is authenticated by him) or (as the case may be) the other person or persons who has/have authenticated the statement is/are the beneficial owner(s) of the shares and providing any additional information regarding the shares required by Article 89; and

(b) contains a warning of the consequences under this Article 86 of failing to comply with such notice; and

(whether or not he is aware of the identity of the beneficial owner(s) of the share) he is in default in complying with such notice.

86.2. For the purposes of this Article 86 a person shall be treated as appearing to be interested in a share:

86.2.1. where the member holding the share has informed the Company that he is, or may be, so interested; or

86.2.2. where the person has given the Company a notification pursuant to Article 86.1.2 which fails to establish the identity of the person or persons interested in such share and (after taking into account the notification and any other relevant information given to them) the Directors know or have reasonable cause to believe that the person in

question is or may be interested in such share. References to "**persons interested in shares**" and to "**interests in shares**" respectively shall be construed as they are for the purposes of section 793 of the Companies Act 2006.

- 86.3. For the purposes of this Article 86, a person shall be deemed to be in default in complying with a notice referred to in this Article if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false.

87. DISENFRANCHISEMENT MAY APPLY TO ONLY PART OF A MEMBER'S HOLDING

Where a person holds more than one share in the Company or more than one share of a particular class, any notice given pursuant to Article 86 may relate either to all such shares or to such lesser number of them as is described or stated in the notice.

88. SIGNATURE OF STATEMENTS ON BEHALF OF BODY CORPORATE

Any statement provided to the Company pursuant to Article 86 shall, for the purposes of that Article, be deemed to have been signed by a body corporate if signed by a duly authorised officer who is described in the statement as signing it on behalf of that body corporate.

89. RIGHT TO REQUIRE ADDITIONAL INFORMATION

Any notice served on the holder of a share pursuant to Article 86.1.3 may require that, where the statement to be provided to the Company reveals that the beneficial owner of that share is a body corporate ("**corporate owner**"), the statement shall also provide the following information:

- 89.1. whether any other body corporate is a holding company (within the meaning of section 1159 of the Companies Act 2006) or a parent undertaking (within the meaning of section 1162 of the Companies Act 2006) of the corporate owner and, if so, the name and address of each such holding or parent undertaking; and
- 89.2. whether any body corporate or other person (other than any such holding or parent undertaking) is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of the corporate owner and, if so, the name and address of each such person.

90. WHEN DISENFRANCHISEMENT CEASES TO APPLY

- 90.1. Where the disenfranchisement provisions of Article 86 apply to a particular share, they shall cease to apply to that share:
- 90.1.1. when the call or such other sum referred to in Article 86.1.1 has been paid in respect of that share and received by the Company; or
- 90.1.2. when the information and/or statement requested in respect of that share by the notice(s) referred to in Articles 86.1.2 and/or 86.1.3 have been provided to the Company to the satisfaction of the Directors; or

90.1.3. from the date as on and from which the Directors determine (pursuant to Article 86) that such provisions shall cease to apply to that share; or

90.1.4. when a period of 7 days has expired which commences on the date the Company receives a notice that the share has been sold either through a recognised investment exchange or overseas exchange, or as a result of an acceptance of a takeover offer.

90.2. The disenfranchisement provisions will cease to apply when whichever of the matters referred to in Articles 90.1.2 to 90.1.4 occurs first.

91. REGISTRATION OF INFORMATION RECEIVED

For the purposes of section 808 of the Companies Act 2006 any information received by the Company following the service of a notice on a member pursuant to Article 86.1.2 is deemed to have been received by the Company as though the member had been required to provide the information under section 793 of the Companies Act 2006.

92. CANCELLATION OF NOTICES

Any notice issued under Articles 86.1.2 or 86.1.3 may be cancelled by the Company at any time.

93. REPRESENTATION OF CORPORATE MEMBERS

93.1. Any corporation that is a member of the Company may, by resolution of its directors or other governing body, authorise any person or persons to act as its representative(s) at any meeting of the Company or of any class of members. The representative(s) will be entitled to exercise the same powers on behalf of the corporation as if each such representative had been an individual shareholder. The Directors may, but shall not be bound to, require evidence of the authority of any person purporting to act as the representative of any such corporation.

93.2. The Company shall be under no obligation to check whether any person or persons authorised to act as the representative(s) of a corporation that is a member of the Company has voted in accordance with the instructions of such member and the vote or votes of such representative(s) shall not be invalidated should any such instructions not have been followed.

DIRECTORS

94. NUMBER OF DIRECTORS

Subject to the provisions of Article 112 the Company must have not less than two and not more than seven directors.

95. SHARE QUALIFICATION AND RIGHTS CONCERNING GENERAL MEETING

A director need not be a shareholder of the Company. A director who is not a shareholder of the Company is entitled to receive notice of and to attend and speak at all general and class meetings of the Company.

96. FEES OF NON-EXECUTIVE DIRECTORS

Fees may be paid out of the funds of the Company to directors who are not managing or executive directors at such rates as the Directors may from time to time determine provided that such fees do not in the aggregate exceed the sum of [£200,000] per annum (exclusive of value added tax if applicable) or such other figure as the Company may by ordinary resolution from time to time determine.

97. REIMBURSEMENT OF EXPENSES

The directors (including alternate directors) are entitled to be paid out of Company funds all their travelling, hotel, and other expenses properly incurred by them respectively in and about the business of the Company, including their expenses of travelling to and from Directors' meetings, committee meetings or general meetings.

98. PAYMENT OF ADDITIONAL REMUNERATION IN SPECIAL CIRCUMSTANCES

Any director who devotes special attention to the business of the Company, or otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a director, may be paid additional remuneration to be determined by the Directors or any committee appointed by the Directors.

99. A DIRECTOR'S INTERESTS IN CONTRACTS WITH THE COMPANY

- 99.1. A director may hold any other office or employment with the Company (other than the office of auditor) in conjunction with his office of director for such period and on such terms as the Directors may determine.
- 99.2. Subject to the provisions of the Statutes, a director or intending director may enter into any contract, arrangement, transaction or proposal with the Company relating to the tenure of any other office or employment referred to in Article 99.1.
- 99.3. Any contract, arrangement, transaction or proposal entered into pursuant to Article 99.2 or authorised by the Directors under Article 101 cannot be avoided and a director is not liable to account to the Company for any benefit realised from any such contract, arrangement, transaction or proposal by reason of either holding office as a director or because of the fiduciary relationship established by that office if the director has declared his interest in accordance with the Companies Act 2006.

100. RESTRICTIONS ON A DIRECTOR'S POWER TO VOTE WHERE HE HAS AN INTEREST

- 100.1. Save as provided in this Article 100, or by the terms of any authorisation given by the Directors under Article 101 a director shall not vote as a director in respect of any contract, transaction or arrangement or proposed contract, transaction or arrangement or any other proposal in which he has any interest which conflicts or may conflict with the interests of the Company as defined in Article 101 (other than an interest in shares or debentures or other securities of or otherwise in or through the Company). If he does vote his vote shall not be counted. A director

shall not be counted in the quorum present at the meeting in relation to any resolution of the Directors or of a committee of the Directors on which he is debarred from voting.

- 100.2. For the purposes of Article 100.1 interests of a person connected with the director are aggregated with the director's interest but interests in shares or debentures or other securities of or connected with the Company are to be disregarded.
- 100.3. Provided that a director has no other interest save for that referred to in this Article 181 he shall be entitled to vote as a director and be counted in the quorum in respect of any resolution of the Directors or of a committee of the Directors relating to any of the following matters:
 - 100.3.1. the giving of any security, guarantee or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings; or
 - 100.3.2. the giving of any security, guarantee or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which the director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security; or
 - 100.3.3. the granting of any indemnity or provision of funding pursuant to Article 181 unless the terms of such arrangement confer upon such director a benefit not generally available to any other director; or
 - 100.3.4. an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase in which offer he is or is to be or may be entitled to participate as a holder of securities or as an underwriter or sub-underwriter; or
 - 100.3.5. any matters involving or relating to any other company in which he or any person connected with him has a direct or indirect interest (whether as an officer or shareholder or otherwise), provided that he and any persons connected with him are not to his knowledge the holder (otherwise than as a nominee for the Company or any of its subsidiary undertakings) of or beneficially interested in one per cent. or more of any class of the equity share capital 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 purpose of this Article to be a material interest in all circumstances); or
 - 100.3.6. an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom the arrangement relates; or
 - 100.3.7. the purchase and/or maintenance of any insurance policy for the benefit of directors or for the benefit of persons including directors.
- 100.4. A director shall not vote as a director or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or employment with the Company or any

company in which the Company is interested including fixing or varying the terms, or the termination of, his appointment.

- 100.5. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of 2 or more directors to offices or employment 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 cases each of the directors concerned (if not debarred from voting under the proviso to Article 100.3.5) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 100.6. If any question arises at any meeting as to the materiality of a director's interest or the entitlement of any director to vote and the director does not voluntarily agree to abstain from voting, the question shall be referred to the chairman of the meeting and his ruling in relation to any director (other than himself) will be final and conclusive unless the nature or extent of the director's interests has not been fairly disclosed. If any such question arises in respect of the chairman, it shall be determined by the Directors (other than the chairman). The Directors' resolution will be final and conclusive unless the nature or extent of the chairman's interest has not been fairly disclosed.

101. DIRECTORS' AUTHORISATION OF SITUATIONS IN WHICH A DIRECTOR HAS AN INTEREST

- 101.1. The Directors may, subject to the provisions of this Article 101 and Article 102, at any time authorise a director to be involved in a situation in which the director has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company ("**a conflict of interest**") provided that:
- 101.1.1. in the case of a proposed appointment of a person as a director, the Directors authorise the conflict of interest before or at the time the director is appointed to office;
 - 101.1.2. in the case of any other director the Directors authorise the conflict of interest at the time the conflict is declared to them in accordance with Article 102;
 - 101.1.3. the director subject to the conflict of interest or any other interested director shall not vote and shall not be counted in the quorum in respect of the authorisation given under this Article 101 and if he or any other interested director does vote, those votes shall not be counted;
 - 101.1.4. the Directors may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in doing so the Directors will act in such a way in good faith they consider will be most likely to promote the success of the Company;
 - 101.1.5. a director will not be in breach of his duty under sections 172, 174 and 175 of the Companies Act 2006 or the authorisation given by this Article 101 by reason only that he receives confidential information from a third party relating to the conflict of interest

which has been authorised by this Article 101 and either fails to disclose it to the Directors or fails to use it in relation to the Company's affairs and neither will he be in breach of his duty under the said section 175 for anything done or omitted to be done by him in accordance with the provisions of Articles 99 and 100; and

101.1.6. where approval to a transaction which falls within Chapter 4 of Part 10 of the Companies Act 2006 is given by members in accordance with that Chapter further authorisation for that transaction by the Directors under this Article 101 is not necessary.

101.2. For the purposes of this Article 101, 'conflict of interest' includes a conflict of interest and a conflict of duty and a conflict of duties.

102. DECLARATION OF DIRECTOR'S INTERESTS IN CONTRACTS

A director who is in any way, whether directly or indirectly and whether for himself or through a person connected with him, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company and where relevant as a consequence of any situation arising from a conflict of interest within the meaning of Article 101, shall declare the nature of his interest in accordance with the Companies Act 2006.

103. SHARES HELD BY THE COMPANY

The Directors may exercise the voting powers conferred by shares in any company held or owned by the Company or exercisable by them as directors of any other company as they think fit. This includes exercising voting powers in favour of a resolution appointing any or all of them directors of, or holders of any office or employment in, that other company, or voting or providing for the payment of remuneration to the directors of, or holders of any such office or employment in, such company.

MANAGING AND EXECUTIVE DIRECTORS

104. APPOINTMENT OF DIRECTORS TO EXECUTIVE OFFICE

The Directors or any committee appointed by the Directors may for any period and on such terms as they think fit appoint any director to any executive office or employment (other than the office of auditor) in the Company (including, but without limitation, that of chief executive or managing director). They may also authorise any person appointed to be a director to continue in any executive office or employment held by him before he was appointed as director, but no service contract or contract for services shall be granted by the Company to any director or proposed director except in accordance with the Statutes.

105. REMUNERATION ETC. OF DIRECTORS APPOINTED TO EXECUTIVE OFFICE

The remuneration and other terms and conditions of appointment of a director appointed to any executive office or employment under the Company shall from time to time (without prejudice to the provisions of any agreement between him and the Company) be fixed by the Directors or by any committee appointed by the Directors. The remuneration may (without

limitation) be by way of fixed salary, lump sum, commission on the dividends or profits of the Company (or of any other company in which the Company is interested) or other participation in any such profits or by any combination of them.

106. APPLICATION OF RETIREMENT BY ROTATION PROVISIONS TO ALL EXECUTIVE DIRECTORS

A director holding any other executive office or employment in the Company shall not be exempt from retirement pursuant to Article 109. His executive office or employment shall not come to an end by reason only of him ceasing to be a director, but (regardless of any claim he may have for compensation or damages for breach of any agreement he may have with the Company and subject to the provisions of any such agreement) may be ended at any time after he ceases to be a director by resolution of the Directors.

107. DELEGATION TO DIRECTORS HOLDING EXECUTIVE OFFICE

The Directors may, on such terms and conditions as they think fit, give a director appointed to any executive office or employment any of the powers exercisable under these Articles by the Directors, other than the power to make calls, forfeit shares, borrow money or issue debentures. They may give such powers collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that regard, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

APPOINTMENT AND RETIREMENT OF DIRECTORS

108. VACATION OF OFFICE OF A DIRECTOR

108.1. A director will automatically cease to hold office as a director if:

108.1.1. he is prohibited by law from being or acting as a director or if he ceases to be a director by virtue of any provision of the Companies Act 2006; or

108.1.2. he resigns in writing and his resignation is left at the Registered Office or delivered to a meeting of the Directors or to the secretary or if he offers in writing to resign and the Directors resolve to accept his resignation; or

108.1.3. he becomes bankrupt or applies for an interim order pursuant to section 253 of the Insolvency Act 1986 or enters into any voluntary arrangement within the definition contained in that section or has an interim receiver appointed under section 286 of that Act of all or any part of his property; or

108.1.4. he is or has been suffering from mental or physical ill health and the board resolves that his office be vacated; or

108.1.5. he is absent from meetings of the Directors for 6 successive months without permission from the Directors and his alternate director (if any) has not during such period attended in his place and the Directors have resolved that his office be vacated; or

- 108.1.6. he is removed from office pursuant to these Articles or ceases to be a director by virtue of the Companies Act 2006; or
- 108.1.7. he is removed from office by notice in writing served upon him and authenticated by all of the other directors; or
- 108.1.8. he holds any executive office or employment with the Company and that office or employment with the Company is terminated for any reason or expires and the Directors resolve that his office be vacated; or
- 108.1.9. he is convicted of an indictable offence and the Directors resolve that it is undesirable in the interests of the Company that he remains a director.

If a director ceases to hold office as a director for any reason, he shall cease to be a member of any committee or sub-committee of the Directors.

109. RETIREMENT OF DIRECTORS

At each annual general meeting of the Company every director shall retire from office (except any director appointed by the board after the notice of that annual general meeting has been given and before that annual general meeting has been held) and may offer himself for election or re-election by the members if he is willing to continue to act as a director.

110. RE-ELECTION OR REPLACEMENT OF RETIRING DIRECTORS

At the meeting at which a director retires the members may pass an ordinary resolution to fill the office being vacated by electing the retiring director or some other person eligible for appointment to that office. In default the retiring director shall be deemed to have been elected or re-elected (as the case may be) unless:

- 110.1. at the meeting it is expressly resolved not to fill the vacated office or a resolution for the election or re-election of such director is put to the meeting and lost; or
- 110.2. such director has given notice in writing to the Company that he is unwilling to be elected or re-elected; or
- 110.3. the default is due to the moving of a resolution in contravention of Article 111;

The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring director or a resolution for his election or re-election is put to the meeting and lost. A retiring director who is elected or re-elected or deemed to have been elected or re-elected will continue in office without a break.

111. RESOLUTIONS FOR THE APPOINTMENT OF DIRECTORS

- 111.1. A single resolution for the appointment of 2 or more persons as directors is void unless a resolution that it shall be moved has first been agreed to by the meeting without any vote being given against it.

111.2. At any general meeting no person other than a director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment as a director unless not less than 28 nor more than 35 days before the date of the meeting:

111.2.1. a notice in writing, authenticated by a member (other than the person to be proposed) who is qualified to attend and vote at that meeting, containing his intention to propose the person for election; and

111.2.2. a notice in writing authenticated by the person proposed as a director of his willingness to be elected,

have both been left at the Registered Office or sent to the secretary.

112. POWER TO ALTER LIMITS ON THE NUMBER OF DIRECTORS

The Company may by ordinary resolution from time to time increase or reduce any limits on the number of directors specified in Article 94 and may make any appointments required for making any such increase.

113. REMOVAL OF DIRECTORS BY SPECIAL OR ORDINARY RESOLUTION

113.1. The Company may by special resolution, or in accordance with and subject to the provisions of the Companies Act 2006, by ordinary resolution at a meeting of which special notice has been given, remove any director from office.

113.2. The right to remove a director may be exercised notwithstanding any agreement between the Company and the director, but will not affect any claim the director may have for damages for breach of such agreement.

113.3. The Company may appoint a substitute in place of the director removed from office. If the Company does not appoint another person, the vacancy may be filled in accordance with Article 114.

114. DIRECTORS' POWER TO APPOINT ADDITIONAL DIRECTORS OR TO FILL CASUAL VACANCIES

114.1. The Directors may appoint any person to be a director either to fill a vacancy or as an additional director but the total number of directors shall not at any time exceed the maximum number (if any) fixed by or in accordance with Article 94. Any director appointed under the provisions of this Article 114 by the Directors shall retire from office at the next annual general meeting and shall then be eligible for election by the members.

114.2. Without prejudice to Article 114.1 or Article 120 but subject to the provisions of Article 111, the Company may by ordinary resolution appoint any person to be a director of the Company either to fill a vacancy or as an additional director.

115. PROCEDURE IF INSUFFICIENT DIRECTORS APPOINTED

115.1. If:

115.1.1. at the annual general meeting in any year any resolution or resolutions for the appointment or re-appointment of persons eligible for appointment or re-appointment as directors are put to the meeting and lost (such persons who are not so appointed or re-appointed being "**Retiring Directors**"); and

115.1.2. at the end of that meeting the number of directors is fewer than any minimum number of directors required under these Articles,

all Retiring Directors shall be deemed to have been re-appointed as directors and shall remain in office but the Retiring Directors may only act for the purpose of filling vacancies, convening general meetings of the Company and performing such duties as are essential to maintain the Company as a going concern, and not for any other purpose.

115.2. The Directors shall convene a general meeting as soon as reasonably practicable following the meeting referred to in Article 115.1 and the Retiring Directors shall retire from office at that meeting. If at the end of any meeting convened under this Article the number of directors is fewer than any minimum number of directors required under these Articles, the provisions of this Article 115 shall also apply to that meeting.

ALTERNATE DIRECTORS

116. POWER TO APPOINT ALTERNATE DIRECTORS AND THEIR STATUS

116.1. Any director may at any time appoint any other director or any other person approved by the Directors to be his alternate director and may at any time terminate such appointment. Any such appointment or termination shall be in writing and shall be effective when it is delivered to the Registered Office or to a meeting of the Directors.

116.2. Any person's appointment as an alternate director ceases if and when the director appointing him vacates his office as director (otherwise than by retirement and re-election at the same meeting). It also ceases upon the happening of any event that, if he were a director, would cause him to vacate such office.

116.3. An alternate director is:

116.3.1. subject to providing to the Company an address within the United Kingdom at which notices may be served on him, entitled to receive notice of all meetings of the Directors and, if the Directors decide, of all meetings of any committee of which the director appointing him is a member;

116.3.2. entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present;

116.3.3. generally at any such meeting entitled to perform all functions of the director appointing him as a director; and

116.3.4. at any such meeting entitled to one vote for each director for whom he acts as alternate director (in addition to his own vote if he is himself a director) but can be counted only once for the purpose of determining whether a quorum is present.

For the purposes of the proceedings at any such meeting the provisions of these Articles shall apply as if the alternate director were a director. If the director appointing him is either absent from the United Kingdom or temporarily unable to act through ill health or disability, an alternate director's authentication or approval of any resolution in writing of the Directors or of a committee appointed by the Directors shall be as effective as the authentication of or approval by the director appointing him.

Except as provided for in this Article 116 an alternate director shall not have power to act as a director nor shall he be deemed to be a director for the purpose of these Articles.

- 116.4. An alternate director is entitled to hold any office or place of profit or to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent as if he were a director. He shall not be entitled to receive from the Company as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to the director appointing him as the director may by notice in writing to the Company from time to time direct. An alternate director shall not be required to hold any shares in the Company by way of qualification.
- 116.5. Every person acting as an alternate director is an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the appointor.

PROCEEDINGS OF DIRECTORS

117. DIRECTORS' MEETINGS

- 117.1. The Directors may meet to despatch business and adjourn and otherwise regulate their meetings as they think fit. A meeting may be called by any director and must be called by the secretary if a director requests a meeting.
- 117.2. Meetings are called by serving a notice on all the directors. It is not necessary to serve notice on a director who is absent from the United Kingdom but an alternate director acting in his place must, subject to the provisions of Article 117.3, be served with notice. A director may prospectively or retrospectively waive his right to receive notice of any meeting.
- 117.3. Notice is deemed to be served if it is given to the director personally or by word of mouth or sent in writing or by electronic means to the director's last known address or any other address given to the Company for this purpose.
- 117.4. Questions arising at any meeting shall be determined by a majority vote. If votes are equal the chairman of the meeting shall have a second or casting vote.
- 117.5. All or any of the Directors or members of any committee appointed by the Directors can participate in a Directors or committee meeting by means of conference telephone, video teleconference, web conferencing application or other communication equipment whereby all persons participating can speak to and hear each other. Any person participating in a meeting in this way will be deemed to be present in person and, subject to the provisions of these Articles and the Statutes, will be entitled to vote and be counted in a quorum. A meeting taking

place by conference telephone, video teleconference, web conferencing application or other communication equipment will be deemed to take place either where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

118. QUORUM FOR A BOARD MEETING

The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be 2 of whom one may be an alternate director provided that he is not also a director. A duly convened meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors.

119. RESOLUTIONS IN WRITING

A resolution in writing signed or confirmed electronically by all the directors who are at the relevant time entitled to receive notice of a meeting of the board and who would be entitled to vote on the resolution at a meeting of the board (if that number is sufficient to constitute a quorum) (or by all the members of a committee of the board who are at the relevant time entitled to receive notice of a meeting of such committee and who would be entitled to vote on the resolution at a meeting of such committee and not being less than a quorum of that committee) shall be as valid and effectual as a resolution passed at a meeting of the board (or committee, as the case may be) properly called and constituted. Such a resolution may be contained in one document or electronic communication or several documents or electronic communications in like form each signed or confirmed electronically by one or more of the directors or members of the relevant committee concerned.

120. POWERS OF DIRECTORS TO ACT NOTWITHSTANDING REDUCTION BELOW MINIMUM NUMBER

Without prejudice to Article 115, the continuing directors may act notwithstanding any vacancy in their body, but if and so long as the number of directors is reduced below the minimum number fixed by or in accordance with these Articles the continuing directors or director may act for the purpose of filling such vacancies or of summoning general meetings, but not for any other purpose. If there are no directors or director able or willing to act, then any 2 members may summon a general meeting for the purpose of appointing directors.

121. APPOINTMENT OF CHAIRMAN

The Directors may elect a chairman of their meetings and one or more deputy chairmen and determine the period for which each is to hold office. If no chairman or deputy chairman has been elected, or if at any meeting neither the chairman nor a deputy chairman is present within 5 minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting.

122. APPOINTMENT OF AND DELEGATION OF POWERS TO COMMITTEES

The Directors may appoint committees consisting of such directors as they think fit, and may delegate any of their powers to any such committee (with power to sub-delegate), and may

from time to time revoke any such delegation and discharge any such committee wholly or in part. The Directors may co-opt onto any such committee persons who are not directors of the Company and may give such persons voting rights on that committee. The number of co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall not be effective unless a majority of the members of the committee present at the meeting are directors of the Company. Any committee appointed by the Directors shall, in the exercise of delegated powers, conform to any regulations imposed upon it by the Directors.

123. PROCEEDINGS OF COMMITTEES

The meetings and proceedings of any committee consisting of 2 or more directors shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as these Articles apply and are not superseded by or inconsistent with any regulations made by the Directors under Article 122.

124. VALIDITY OF ACTS OF DIRECTORS

All acts done by the Directors or by a committee appointed by the Directors or by any person held out by the Company to be a director will be valid even though:

- 124.1. there was some defect in their appointment or continuance in office;
- 124.2. any of them were disqualified from acting as a director;
- 124.3. any of them have vacated office; or
- 124.4. any of them were not entitled to vote on the matter in question.

In any of the above circumstances and in favour only of persons dealing in good faith with the Company, all acts will be as valid as if there were no such defects or irregularities of the kind referred to in this Article.

BORROWING POWERS

125. GENERAL POWER OF DIRECTORS TO EXERCISE THE COMPANY'S BORROWING POWERS

- 125.1. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and to issue debentures and other securities and to give security whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- 125.2. The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (but as regards subsidiary undertakings only in so far as by the exercise of the rights or powers of control the Directors can secure) that the aggregate principal amount from time to time outstanding of all borrowings by the Group (exclusive of

borrowings owing by one member of the Group to another member of the Group) shall not at any time without the previous sanction of an ordinary resolution of the Company exceed an amount equal to the adjusted capital and reserves.

125.3. For the purposes of this Article:

125.3.1. "the adjusted capital and reserves" means the aggregate from time to time of:

- (a) the amount paid up on the issued share capital of the Company (including any shares held as treasury shares); and
- (b) the amount standing to the credit of the reserves of the Company including any share premium account, capital redemption reserve and retained earnings,

all as shown by the then latest audited balance sheet but after:

- (c) deducting from the aggregate any debit balance retained earnings subsisting at the date of that audited balance sheet except to the extent that a deduction has already been made; and
- (d) making such adjustments as may be appropriate to reflect any variation in the amount of the paid up share capital, share premium account or capital redemption reserve or other reserve since the date of the audited balance sheet;

125.3.2. "borrowings" include not only borrowings but also the following except in so far as otherwise taken into account:

- (a) the nominal amount of any issued and paid up share capital (other than equity share capital) of any subsidiary undertaking beneficially owned otherwise than by a member of the Group;
- (b) the nominal amount of any other issued and paid up share capital and the principal amount of any debentures or borrowed moneys which is not at the relevant time beneficially owned by a member of the Group, the redemption or repayment of which is the subject of a guarantee or indemnity by a member of the Group or which any member of the Group may be required to purchase;
- (c) the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group;
- (d) the principal amount of any debenture (whether secured or unsecured) of a member of the Group beneficially owned otherwise than by a member of the Group;

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

but do not include:

- (g) borrowings incurred by any member of the Group for the purpose of repaying within six months of the borrowing the whole or any part of any borrowings of that or any other member of the Group outstanding at the relevant time, pending their application for that purpose within that period;
- (h) borrowings incurred by any member of the Group for the purpose of financing any contract in respect of which any part of the price receivable under the contract by that or any other member of the Group is guaranteed or insured by the Export Credits Guarantee Department or by any other governmental department or agency fulfilling a similar function, up to an amount equal to that part of the price receivable under the contract which is so guaranteed or insured;
- (i) borrowings of, or amounts secured on the assets of an undertaking which became a subsidiary undertaking of the Company after the date as at which the last audited balance sheet was prepared, to the extent the amount of those borrowings does not exceed the amount immediately after it became such a subsidiary undertaking; or
- (j) the minority proportion of moneys borrowed by a partly-owned subsidiary undertaking and not owing to another member of the Group;

125.3.3. when the aggregate principal amount of borrowings required to be taken into account on any particular date is being ascertained, any particular borrowing then outstanding which is denominated or repayable in a currency other than sterling shall be notionally converted into sterling at the rate of exchange prevailing in London on the last business day before that date or, if it would result in a lower figure, at the rate of exchange prevailing in London on the last business day six months before that date and so that for these purposes the rate of exchange shall be taken as the spot rate in London recommended by a London clearing bank, selected by the Directors, as being the most appropriate rate for the purchase by the Company of the currency in question for sterling on the day in question;

125.3.4. if the amount of adjusted capital and reserves is being calculated in connection with a transaction involving a company becoming or ceasing to be a member of the Group, the amount is to be calculated as if the transaction had already occurred;

125.3.5. "audited balance sheet" means the audited balance sheet of the Company prepared for the purposes of the Statutes for a financial year unless an audited consolidated balance sheet dealing with the state of affairs of the Company and its subsidiary

undertakings required to be dealt with in group accounts has been prepared for those purposes for the same financial year, in which case it means that audited consolidated balance sheet, and in that case all references shall be deemed to be references to consolidated reserves;

125.3.6. the Company may from time to time change the accounting convention on which the audited balance sheet is based provided that any new convention adopted complies with the requirements of the Statutes: if the Company should prepare its main audited balance sheet on the basis of one convention, but a supplementary audited balance sheet on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet;

125.3.7. a certificate or report by the Auditors as to the amount of the adjusted capital and reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of that amount or of that fact.

126. PROTECTION OF THIRD PARTIES IF RESTRICTIONS ON BORROWING POWERS BREACHED

No person dealing with the Company or any of its subsidiaries shall by reason of the provisions of Article 125 be concerned to see or inquire whether the limit referred to in Article 125 is observed. No debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had express notice at the time the debt was incurred or the security was given that the limit imposed had been or would be exceeded by the incurring of the debt or giving of the security.

GENERAL POWERS OF DIRECTORS

127. MANAGEMENT OF THE BUSINESS

The business of the Company shall be managed by the Directors. They may exercise all the powers of the Company and do on behalf of the Company all acts which could be exercised and done by the Company, and which are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting. The Directors, in managing the Company, are subject to the provisions of the Statutes and of these Articles and to regulations prescribed by the Company by ordinary resolution provided that the regulations are not inconsistent with the provisions of the Statutes and these Articles. No regulation so made by the Company will invalidate any prior act of the Directors which would have been valid if such regulation had not been 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.

128. POWER TO ESTABLISH LOCAL BOARDS ETC.

The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere. They 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 local board, manager or agent any of the powers, authorities and

discretions vested in the Directors (other than their power to make calls, forfeit shares, borrow money or issue debentures) with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies on the boards, and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit. The Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith will be affected if they have no notice of the annulment or variation. The Directors may exercise all the powers of the Company under sections 49 and 129 of the Companies Act 2006 and the obligations and conditions imposed by both section 49 and section 129 shall be duly observed.

129. APPOINTMENT OF ATTORNEYS

The Directors may by power of attorney or otherwise appoint any company, firm, person or group of persons, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under or pursuant to these Articles) and for such period and subject to such conditions as the Directors may think fit. A power of attorney may contain such provisions the Directors may decide on for the protection and convenience of persons dealing with the attorney and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. The Directors may remove any person appointed under this Article and may revoke or vary the delegation but no person who deals in good faith and without notice of the revocation or variation shall be affected by it.

130. SIGNATURE OF CHEQUES, BILLS ETC.

All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

131. ESTABLISHMENT OF PENSION OR BENEFIT SCHEMES, CLUBS, FUNDS ETC.

131.1. The Directors may exercise all the powers of the Company to provide as follows for employees of the Company, and of its subsidiaries and companies with which it is associated (together "**associated companies**"):

131.1.1. to establish, concur or join in establishing with associated companies, schemes or funds for providing pensions, annuities, sickness or compassionate allowance, life assurance benefits, donations, gratuities or other benefits for employees and to make contributions out of the Company's money to such schemes or funds;

131.1.2. to pay, agree to pay or make grants (revocable or irrevocable and whether subject or not to any terms or conditions) of pensions or other retirement, superannuation, death or disability benefits to employees including pensions or benefits in addition to those to which the employees are or may become entitled under any scheme or fund referred to in Article 131.1.1. Any pension or benefit may be granted to an employee either before or in anticipation of or on or at any time after his actual retirement as the Directors in their absolute discretion consider to be desirable;

131.1.3. to procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of employees or otherwise to advance the interests and well-being of the Company, its members, or associated companies; and

131.1.4. to procure the making of payments for or towards the insurance of any employees.

131.2. For the purposes of this Article 131 "**employees**" include any director who holds or held office or employment with the Company, ex-employees of the Company and their spouse, civil partner, widow, widower or surviving civil partner, relatives, families or dependants or any class or classes of such persons.

131.3. The Directors may also sanction the exercise of any power conferred upon the Company by section 247 of the Companies Act 2006.

131.4. The Directors may exercise all the powers of the Company to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object.

SECRETARY

132. APPOINTMENT OF SECRETARY

Subject to section 12 of the Companies Act 2006, the secretary of the Company shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them. If thought fit, 2 or more persons may be appointed as joint secretaries.

133. APPOINTMENT OF ASSISTANT OR DEPUTY SECRETARY

The Directors may appoint any person to be an assistant or deputy secretary of the Company. Anything authorised or required by these Articles or by law to be done by or to the secretary may be done by or to any such assistant or deputy secretary. Any assistant or deputy secretary so appointed may be removed by the Directors.

134. RESTRICTIONS WHERE DIRECTOR AND SECRETARY ARE ONE AND THE SAME

Where the Companies Act 2006 or these Articles require or authorise something to be done by or to a director and the secretary, it must not be done by or to one person acting both as director and as, or in place of, the secretary.

THE SEAL

135. FORMALITIES CONCERNING USE OF THE SEAL

The Directors must provide for the safe custody of the Seal. The Seal must only be used by the authority of the Directors or of a committee appointed and authorised by the Directors. Every instrument to which the Seal, in the case of any certificate or on which in accordance with these Articles if a representation of the Seal is printed, is affixed must be signed by one

director whose signature must be attested in the presence of a witness or by one director and the secretary or some other person appointed by the Directors for the purpose or by 2 directors. As regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that the signatures referred to in this Article shall be dispensed with or fixed by some mechanical or other method or system of applying facsimile signatures.

RESERVES

136. SUMS CARRIED TO RESERVE

The board may from time to time set aside out of the profits of the Company and carry to reserves such sums as the board thinks fit which shall, at the discretion of the board, be applicable for any purpose to which the profits of the Company may properly be applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the board may think fit. The board may divide the reserves into such special funds as it thinks fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserves may have been divided. The board may also, without placing the same to reserves, carry forward any profits which the board may think prudent not to distribute. In carrying sums to reserves and in applying the same the board shall comply with the provisions of the Statutes.

137. CAPITAL RESERVE

- 137.1. The board may establish a reserve to be called the "**capital reserve**" and shall either carry to the credit of such reserve from time to time all capital profits or appreciations arising on the sale, transposition, payment off or revaluation of any investment or other capital asset of the Company in excess of the book value thereof or apply the same in providing for depreciation or contingencies. Any losses realised on the sale, transposition, payment off or revaluation of any investment or other capital asset and any other expense, loss or liability (or provision thereof) considered by the board to be of a capital nature shall be carried to the debit of the capital reserve, except in so far as the board may in its discretion decide to make good the same out of, or debit the same to, other funds or reserves of the Company.
- 137.2. Subject to the Statutes and without prejudice to the foregoing generality, the board may determine whether any amount received by the Company is to be dealt with as income or capital or partly one and partly the other. The board may determine whether any cost, liability or expense (including, without limitation, any costs incurred or sums expended in connection with the management of the assets of the Company or finance costs (including, without limitation, any interest payable by the Company in respect of any borrowings of the Company)) is to be treated as a cost, liability or expense chargeable to capital or to revenues or partly one and partly the other, having regard, *inter alia*, to the investment objectives of the Company, and to the extent the board determines that any such cost, liability or expense should reasonably and fairly be charged or apportioned to capital the board may debit or charge the same to the capital reserve.
- 137.3. Subject to the Statutes, all sums carried and standing to the credit of the capital reserve may be applied for any of the purposes to which sums standing to any reserve referred to in Article

136 may be applied, including without limitation by way of payment of dividends or the redemption or purchase by the Company of its own shares (including to hold as treasury shares which may be subsequently reissued).

DIVIDENDS

138. POWER TO DECLARE DIVIDENDS

The Company may by ordinary resolution declare dividends. No dividend will be payable except out of the profits of the Company available for distribution in accordance with the provisions of the Companies Act 2006, or in excess of the amount recommended by the Directors.

139. APPORTIONMENT OF DIVIDENDS

139.1. Subject to the provisions of the Companies Act 2006, and except as otherwise provided by these Articles or by the rights or privileges attached to any shares carrying a preferential or special right to dividends, Company profits will be used to pay dividends on shares in proportion to the amount paid up on each share and will be apportioned and paid pro rata based on the amount paid up in any part of the period when the dividend is paid.

139.2. No dividends will be paid except out of profits that the Company has determined should be distributed.

139.3. The provisions of Article 139.1 will not apply to payments made on each share in advance of calls.

139.4. Notwithstanding Article 139.1 if the terms of issue of a share provide that it will rank for dividend as from or after a particular date, or be entitled to dividends declared after a particular date, that share will rank for or be entitled to the dividend on that basis.

140. DIVIDENDS PAYABLE IN ANY CURRENCY

Unless the terms of issue of a share provide otherwise, dividends may be paid or declared in any currency. The Directors may agree with a member:

140.1. that dividends declared or which become due on his shares in one currency will be paid or satisfied in another currency;

140.2. the basis of conversion to be applied;

140.3. how and when the amount to be paid in the other currency will be calculated and paid; and

140.4. whether the Company or any other person will bear the costs of conversion.

141. POWER TO PAY INTERIM AND FIXED DIVIDENDS

If, in the opinion of the Directors the profits of the Company justify such payments, the Directors may:

- 141.1. pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for payment; and
- 141.2. pay interim dividends of such amounts and on such dates as they think fit. If the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of any interim dividend on any shares having non-preferred or deferred rights.

142. SHARE PREMIUM ACCOUNT

Subject to the provisions of and save as provided by the Companies Act 2006, if the Company issues shares at a premium, whether for cash or otherwise, the Directors must transfer a sum equal to the aggregate amount or value of the premiums to an account to be called the share premium account and any amount for the time being standing to the credit of such account shall not be applied in the payment of dividends.

143. DIVIDENDS NOT TO BEAR INTEREST

No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

144. DEDUCTION OF DEBTS DUE TO COMPANY

The Directors may deduct from any dividend or other moneys payable to any member on or in respect of a share any money payable by him to the Company on account of calls or otherwise in relation to shares in the Company.

145. RETENTION OF DIVIDENDS AND BONUSES PAYABLE ON SHARES OVER WHICH THE COMPANY HAS A LIEN

The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

146. RETENTION OF DIVIDENDS AND BONUSES WHERE A SECTION 793 NOTICE HAS NOT BEEN COMPLIED WITH

- 146.1. Subject to the provisions of Article 147 the Directors may also retain any dividend or other moneys otherwise payable on or in respect of shares if:
 - 146.1.1. a notice has been duly served in respect of the shares pursuant to section 793 of the Companies Act 2006 or any other provision of the Companies Act 2006 concerning the disclosure of interests in voting shares; and
 - 146.1.2. the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent. of that class of shares (calculated exclusive of any treasury shares of that class); and

146.1.3. the person or persons on whom the notice was served failed to comply with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service of the notice) and remains in default in complying with such notice.

147. WHEN RIGHT OF RETENTION UNDER ARTICLE 146 CEASES

147.1. If any right of retention has arisen under the provisions of Article 146, it shall cease to apply to those shares if:

147.1.1. the person or persons on whom the notice referred to in Article 146 was served ceases to be in default in complying with such notice; or

147.1.2. the Directors decide (in their absolute discretion) that the right of retention has ceased to apply to those shares; or

147.1.3. a period of 7 days has expired which commences on the date the Company receives a notice that the share has been sold either through a recognised investment exchange or overseas exchange, or as a result of an acceptance of a takeover offer.

147.2. If and for as long as a person is in default in complying with a notice referred to in Article 146, the consequences of default set out in that Article will also apply (with effect from allotment) to any additional share allotted to that person after service of the notice in right of the shares that were the subject of the notice (including shares allotted on a rights issue or capitalisation issue) as if such additional share had also been the subject of the notice.

147.3. For the purposes of Article 146 and the provisions of this Article 147, a person shall be deemed to be in default in complying with a notice referred to in those Articles if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false.

148. UNCLAIMED AND RETAINED DIVIDENDS

All unclaimed and retained dividends may be invested or otherwise made use of by the Directors as they shall think fit for the benefit of the Company until such dividends are claimed or cease to be liable to retention under these Articles and if the Directors do so the Company will not be constituted a trustee of any such retained dividends. Any dividend remaining unclaimed or retained in accordance with these Articles for twelve years from the date the dividend becomes due for payment will, after that date, be forfeited and will revert to the Company.

149. PAYMENT OF DIVIDENDS IN SPECIE

Upon the recommendation of the Directors, with the sanction of an ordinary resolution of the Company all or any part of a dividend can be paid by the distribution of specific assets. If any difficulty arises on such a distribution the Directors can settle it as they think fit, provided that no fraction of any ordinary share shall be allotted and in particular they can:

149.1. fix the value of all or part of the assets for distribution purposes;

149.2. determine that cash payments are made to members based on the value of the assets in order to adjust the rights of members; and

149.3. vest any assets in trustees.

150. PAYMENT PROCEDURE

150.1. Any dividend or other sum payable in cash by the Company in respect of a share may be paid:

150.1.1. by inter-bank transfer or by other funds transfer system or other electronic means (including payment through a relevant system) directly to an account with a bank or other financial institution (or other organisation operating deposit accounts if allowed by the Company) named in a written instruction from the holder;

150.1.2. by sending a cheque, warrant or similar financial instrument payable to the holder who is entitled to it sent by post addressed to the holder at their registered address;

150.1.3. by sending a cheque, warrant or similar financial instrument payable to someone else named in a written instruction from the holder (or all joint holders) and sent by post to the address specified in the instruction; or

150.1.4. in some other way requested in writing by the holder (or all joint holders) and agreed by the Company.

150.2. In respect of the payment of any dividend or other sum, the board may decide and notify members that:

150.2.1. one or more of the payment means described in Article 150.1 above will be used for payment and, where more than one means will be used, a holder (or all joint holders) may elect to receive payment by one of the means so notified in the manner prescribed by the board;

150.2.2. one or more of such means will be used for the payment unless a holder (or all joint holders) elects for another means of payment in the manner prescribed by the board; or

150.2.3. one or more of such means will be used for the payment and that holders will not be able to elect to receive the payment by any other means,

and for these purposes the board may decide that different means of payment will apply to different holders or groups of holders.

150.3. If:

150.3.1. a holder (or all joint holders) does not specify an address, or does not specify an account of a type prescribed by the board, or does not specify other details, and in each case that information is necessary in order to make a payment of a dividend or other sum payable in the way in which under this Article the board has decided that

the payment is to be made or by which the holder (or all joint holders) has validly elected to receive the payment; or

150.3.2. payment cannot be made by the Company using the information provided by the holder (or all joint holders),

then the dividend or other sum payable will be treated as unclaimed for the purposes of these Articles.

150.4. For joint holders or persons jointly entitled to shares by law, payment can be made addressed to the holder whose name stands first in the Register. The Company can rely on receipt of a dividend or other money paid on shares by any one of them on behalf of all of them.

150.5. Cheques, warrants and similar financial instruments are sent, and payment in any other way is made, at the risk of the person who is entitled to the money. The Company is treated as having paid a dividend if the cheque, warrant or similar financial instrument is cleared or if a payment is made through a relevant system, bank transfer, funds transfer or other electronic means. The Company will not be responsible for a payment which is lost or delayed.

150.6. Dividends or other sums payable by the Company in respect of a share may be paid to a person who has become entitled to a share by law as if the person were the holder of the share, subject to Article 50.

151. UNCASHED DIVIDENDS

151.1. The Company may cease to send any cheque, warrant or similar financial instrument through the post or to employ any other means of payment, including payment by means of a relevant system, 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, warrants or similar financial instruments or other shareholder communication sent to that address have been returned undelivered or remain uncashed during or at the end of the period for which the same are valid or that means of payment has failed.

151.2. In addition, the Company may cease to send any cheque, warrant or similar financial instrument through the post or may cease to employ any other means of payment if, in respect of one dividend payable on those shares, the cheque, warrant or similar financial instrument has been returned undelivered or remains uncashed during or at the end of the period for which the same is valid or that means of payment has failed and reasonable enquiries have failed to establish any new address or account of the holder.

151.3. Subject to the provisions of these Articles, the Company must recommence sending cheques, warrants or similar financial instruments or employing such other means of payment in respect of dividends payable on those shares if the holder or person entitled by transmission requests such recommencement in writing.

152. POWER TO SPECIFY RECORD DATES

Any resolution which declares or resolves to pay a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the dividend is payable to the persons registered as the holders of the shares at the close of business on a particular date. That date can be prior to the date on which the resolution is passed. In that case the dividend will be payable in accordance with the respective registered shareholdings notwithstanding any subsequent transfer or transmission of the shares. The provisions of this Article do not prejudice the rights to dividends or other benefits as between the transferors and transferees of any such shares. The provisions of this Article will also apply to capitalisations that are effected under Article 154.

SHARES IN LIEU OF DIVIDEND

153. POWER TO OFFER SHARES IN LIEU OF CASH DIVIDENDS

153.1. With the sanction of an ordinary resolution of the Company, the Directors may offer holders of ordinary shares the right to elect to receive additional ordinary shares ("**new ordinary shares**") which are fully paid up, instead of all or part of a cash dividend.

153.2. The ordinary resolution may specify:

153.2.1. the terms and conditions on which the offer is made;

153.2.2. the method by which the shareholders elect to receive the new ordinary shares; and

153.2.3. that the right to elect to receive the new ordinary shares is in respect of a particular dividend and/or the whole or part of all or any dividends declared or paid in a specified period which must not end later than the end of the fifth annual general meeting following the date on which the ordinary resolution is passed.

153.3. The Directors must provide the ordinary shareholders with a form of election approved by the Directors and notify them in writing:

153.3.1. of their right to elect to receive the new ordinary shares;

153.3.2. of the procedure to be followed in order to exercise the right; and

153.3.3. of the place at which and the latest date and time by which completed forms of election have to be lodged in order to be effective.

153.4. The holders of ordinary shares who elect to receive the new ordinary shares will be entitled to such whole number of new ordinary shares as is, as nearly as possible, equal to (but not greater than) in value to the amount of the cash dividend (disregarding any tax credit) they would otherwise have received. The value of each new ordinary share will be calculated on the basis of its market value.

For the purposes of this Article 153 "market value" means the average of the middle market quotation for ordinary shares as derived from the Daily Official List of the London Stock

Exchange pic (or any other publication of a recognised investment exchange showing quotations for the Company's ordinary shares) on such five consecutive dealing days as the board shall determine provided that the first of such days shall be on or after the day on which the ordinary shares are first quoted "ex" the relevant dividend, or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the Auditors as to the amount of the market value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the Auditors may rely on advice or information from brokers or other sources of information as they think fit.

Following an election in accordance with this Article 153, the dividend, or part of a dividend, will not be payable on the ordinary shares for which the holder has elected to receive new ordinary shares. Instead, the Directors shall capitalise a sum equal to the aggregate nominal value of the new ordinary shares to be allotted. The sum to be capitalised can be taken from the Company's undivided profits not required for paying preferential dividends (whether or not they are available for distribution) or from any sum in the Company's share premium account or capital reserves (including capital redemption reserves). The capitalised sum shall be used to pay up the new ordinary shares in full and the new ordinary shares will then be allotted and distributed to the holders on the basis set out in this Article 153.4. The provisions of this Article 153 will be subject to any right the Directors may have under these Articles to retain any dividends or any other moneys payable on or in respect of any particular share or shares.

- 153.5. The Directors' right to capitalise under Article 153.4 applies notwithstanding any other rights to capitalise any sums given to them by these Articles.
- 153.6. The Directors may at their discretion make any rights of election offered pursuant to this Article subject to such exclusions or arrangements as they may consider necessary or expedient to deal with any legal or other difficulties which would or may otherwise arise under the laws of, or the requirements of any recognised investment exchange, recognised regulatory body or any stock exchange in any territory.
- 153.7. The new ordinary shares will, at the time they are issued, rank equally in all respects with the existing issued fully paid ordinary shares except that they will not be entitled to share in the dividend in relation to which the relevant election was made.
- 153.8. The Directors may provide as they think fit for any fractions of new ordinary shares, including provisions to retain and accumulate them on behalf of any holder of ordinary shares and to use the retained fractions either for the allotment of fully paid ordinary shares by way of capitalisation to the holder or for a cash subscription of fully paid ordinary shares on behalf of the holder.

CAPITALISATION OF PROFITS AND RESERVES

154. POWER TO CAPITALISE PROFITS AND RESERVES

- 154.1. With the sanction of an ordinary resolution of the Company, the Directors may:
 - 154.1.1. resolve to capitalise any undistributed profits (whether available for distribution or not) of the Company which are not required for paying any preferential dividend or

any sum in the Company's share premium account or capital reserves ("**capitalised sum**");

- 154.1.2. appropriate the capitalised sum to the members who would have been entitled to it if it were distributed by way of dividend and in proportion to the amount of dividend to which they would have been entitled;
 - 154.1.3. apply the capitalised sum either to pay amounts unpaid on members' partly paid shares or to allot the shares or debentures credited as fully paid to the members in proportion to their existing holdings or partly in one way and partly in the other;
 - 154.1.4. resolve that any shares allotted in respect of any partly paid ordinary shares shall, so long as the shares remain partly paid, rank for dividends only to the extent that the partly paid ordinary shares rank for dividend;
 - 154.1.5. make provision by the issue of fractional certificates or by payment in cash or otherwise for shares or debentures which become distributable under this Article 154 in fractions;
 - 154.1.6. authorise any person to enter into an agreement with the Company on behalf of the members which provides for the allotment to the members of fully paid shares or debentures in accordance with Article 154.1.3. The Directors' authorisation is binding on all members; and
 - 154.1.7. generally do anything which is required to give effect to such ordinary resolution of the Company.
- 154.2. The share premium account, the capital redemption reserves and any reserves not available for distribution may, for the purposes of this Article 154 only, be applied to pay up shares which are to be allotted to members as fully paid.

MINUTES AND BOOKS

155. REQUIREMENTS CONCERNING MINUTES

The Directors shall cause minutes to be made in books to be provided for the purpose:

- 155.1. of all appointments of officers made by the Directors;
- 155.2. of the names of the directors present at each meeting of the Directors and of any committee appointed by the Directors; and
- 155.3. of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees appointed by the Directors. Minutes of proceedings of the Directors shall be kept for at least ten years from the date of the meeting.

Any such minutes purportedly signed either by the chairman of the meeting at which the appointments were made, or Directors were present, or resolutions were passed or proceedings held (as the case may be), or by the chairman of the next succeeding meeting of

the Company or the Directors or committee (as the case may be), shall be sufficient evidence (without any further proof) of what is stated in the minutes.

156. REQUIREMENTS CONCERNING REGISTERS

The Directors shall ensure that the Company complies with any provisions of the Statutes with regard to:

- 156.1. the registration of charges;
- 156.2. the keeping of a register of members, a register of directors and secretaries, a register of directors' residential addresses, a register of charges, a register of director's interests and a register for recording information relating to interests in the share capital of the Company;
- 156.3. the production and furnishing of copies of or extracts from the registers referred to in Article 156.2; and
- 156.4. keeping and making available for inspection copies and memoranda of directors' service contracts.

157. FORM OF REGISTERS

Any register, index, minute book, book of account or other book required by these Articles or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.

ACCOUNTS

158. COMPLIANCE WITH STATUTES

The Directors shall ensure that the Company complies with the provisions of the Statutes with regard to the keeping of accounting records.

159. RIGHTS TO INSPECT BOOKS

The accounting records will be kept at the Registered Office, or at any other place within the United Kingdom that the Directors decide on. The accounting records will always be open to the inspection of the Directors. No member (other than a director) shall have any right to inspect any account or book or document of the Company unless the right is conferred by statute or authorised by the Directors.

160. PRESENTATION OF ACCOUNTS ETC. TO MEMBERS

The Directors shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before a general meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports which by law must be attached

to them (together, for the purposes of this Article and Article 161, "accounts") as may be necessary.

161. RIGHTS TO RECEIVE COPIES OF ACCOUNTS

161.1. A copy of the accounts must be sent to every member and debenture holder of the Company and to every other person who is entitled to receive notices of meetings under the requirements of the Statutes or these Articles.

161.2. The copies of the accounts must be sent not less than 21 clear days before the date of the relevant accounts meeting (as defined in section 437 Companies Act 2006).

161.3. The copies of the accounts do not need to be sent to

161.3.1. more than one of joint holders;

161.3.2. holders who are sent a summary financial statement in accordance with section 456 of the Companies Act 2006, or

161.3.3. a person for whom the Company does not have an address;

but any of the above are entitled to receive free copies of the accounts if they apply to the Registered Office.

AUDITORS

162. COMPLIANCE WITH STATUTES

The provisions of the Statutes as to the appointment, powers, rights, remuneration and duties of the Auditors shall be complied with.

163. VALIDITY OF ACTS OF AUDITORS

Subject to the provisions of the Companies Act 2006, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid even though there may have been some defect in his appointment or he was at the time of his appointment not qualified for appointment.

164. AUDITORS' ENTITLEMENT CONCERNING GENERAL MEETINGS

The Auditors shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns them as Auditors and the provisions of Article 55 relating to the sending of notices in electronic form or by means of a website apply to notices of meeting sent under this Article 164.

NOTICES AND DOCUMENTS

165. SERVICE OF NOTICES, DOCUMENTS AND OTHER INFORMATION

- 165.1. Any notice, document (including a share certificate) or other information may be served on or sent or supplied to any member by the Company:
- 165.1.1. personally;
 - 165.1.2. by sending it through the post addressed to the member at their registered address or by leaving it at that address addressed to the member;
 - 165.1.3. by means of a relevant system;
 - 165.1.4. where appropriate, by sending or supplying it in electronic form to an address notified by the member to the Company for that purpose;
 - 165.1.5. where appropriate, by making it available on a website and notifying the member of its availability in accordance with this Article; or
 - 165.1.6. by any other means authorised in writing by the member.
- 165.2. In the case of joint holders of a share, service, sending or supply of any notice, document or other information on or to one of the joint holders shall for all purposes be deemed a sufficient service on or sending or supplying 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 of a share 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.
- 165.3. If on three consecutive occasions any notice, document or other information served on or sent or supplied to a member has been returned undelivered, such member shall not thereafter be entitled to receive notices, documents or other information from the Company until the member shall have communicated with the Company and supplied to the Company (or its agents) a new registered address, or a postal address within the United Kingdom for the service of notices and the despatch or supply of documents and other information, or shall have informed the Company of an address for the service of notices and the despatch or supply of documents and other information in electronic form. For these purposes, any notice, document or other information sent by post shall be treated as returned undelivered if the notice, document or other information is served, sent or supplied back to the Company (or its agents) and a notice, document or other information served, sent or supplied in electronic form shall be treated as returned undelivered if the Company (or its agents) receives notification that the notice, document or other information was not delivered to the address to which it was sent.
- 165.4. The Company may at any time and in its sole discretion choose (a) to serve, send or supply notices, documents or other information in hard copy form alone to some or all members, and (b) not to serve, send or supply a notice, document or other information to a particular member

where it considers this necessary or appropriate to deal with legal, regulatory or practical problems in, or under the laws or regulations of, any territory.

166. RECORD DATE FOR SERVICE

Any notice, document or other information may be served, sent or supplied by the Company by reference to the Register as it stands at any time not more than fifteen days before the date of service, sending or supply. No change in the Register after that time shall invalidate that service, sending or supply. Where any notice, document or other information is served on or sent or supplied to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service, sending or supply of that notice, document or other information.

167. MEMBERS RESIDENT ABROAD OR ON BRANCH REGISTERS

- 167.1. Any member whose registered address is not within the United Kingdom and who gives to the Company a postal address within the United Kingdom at which notices, documents or other information may be served on or sent or supplied to such member shall be entitled to have notices, documents or other information served on or sent or supplied to them at that address or, where applicable and subject to these Articles, by making them available on a website and notifying the member at that address. Alternatively, a member whose address on the Register is outside the United Kingdom can give the Company an address for the purposes of communications in electronic form. If such member does so, notices, documents or other information may, subject to these Articles, be sent or supplied to such member at that address.
- 167.2. If a member has a registered address which is outside the United Kingdom and Article 167.1 does not apply, the Company may serve on or send or supply notices, documents or other information to such a member at the registered address. However, a member whose registered address is not within the United Kingdom is not entitled to receive any notices, documents or other information from the Company.
- 167.3. For a member registered on a branch register, notices, documents or other information can be posted or despatched in the United Kingdom or in the country where the branch register is kept.

168. DEEMED DELIVERY

- 168.1. Any notice, document or other information, if served, sent or supplied by the Company by post, shall be deemed to have been received on the day following that on which it was posted if first class post was used or 48 hours after it was posted if first class post was not used and, in proving that a notice, document or other information was served, sent or supplied, it shall be sufficient to prove that the notice, document or other information was properly addressed, prepaid and put in the post.
- 168.2. Any notice, document or other information not served, sent or supplied by post but left by the Company at a registered address or at an address (other than an address for the purposes of communications by electronic means) notified to the Company in accordance with these

Articles by a person who is entitled by transmission to a share shall be deemed to have been received on the day it was so left.

- 168.3. Any notice, document or other information served, sent or supplied by the Company by means of a relevant system shall be deemed to have been received when the Company or any sponsoring system participant acting on its behalf sends the issuer instruction relating to the notice, document or other information.
- 168.4. Any notice, document or other information served, sent or supplied by the Company using electronic means shall be deemed to have been received on the day on which it was sent notwithstanding that the Company may subsequently send a hard copy of such notice, document or information by post. Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this Article. In proving that a notice, document or other information served, sent or supplied by electronic means was served, sent or supplied, it shall be sufficient to prove that it was properly addressed.
- 168.5. Any notice, document or other information served, sent or supplied by the Company by any other means authorised in writing by the member concerned shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

169. RIGHT TO HARD COPIES

Where the Company sends documents to members otherwise than in hard copy form, any member can require the Company to send him a hard copy version and the Company must do so free of charge and within 21 days of the date of the member's request.

170. DOCUMENTS SENT TO THE COMPANY

- 170.1. Where the Companies Act 2006 permits documents to be sent to the Company only such documents as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose.
- 170.2. If the document in electronic form is sent by hand or by post, it must be sent to the Company's Registered Office.
- 170.3. A document sent to the Company in electronic form is sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

171. DEATH OR BANKRUPTCY OF A MEMBER

- 171.1. Subject to the provisions of Article 50 and 171.1 a person entitled to a share as a result of the death or bankruptcy of a member is entitled to service or delivery of any notice or document to which the member would have been entitled provided that he has supplied to the Company:

171.1.1. evidence, reasonably required by the Directors, to show his title to the shares; and

171.1.2. an address for service within the United Kingdom.

171.2. Service or delivery in accordance with Article 171.1 will be deemed to be sufficient service on or delivery to any person who is interested in the shares whether jointly with or claiming through or under the person entitled under Article 171.1.

171.3. Except as provided for in Articles 171.1 and 171.2 any notice, document or other information served on or sent or supplied to any member pursuant to these Articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served, sent or supplied in respect of any share registered in the name of that member as sole or joint holder.

172. ATTENDANCE AT MEETING TO SIGNIFY RECEIPT OF NOTICE

Any member present, either personally or by proxy, at any meeting of the Company or class of members of the Company is deemed to have received notice of such meeting and, if required, of the purposes for which the meeting was called.

173. NOTICE WHEN POST NOT AVAILABLE

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

174. NOTICE BY ADVERTISEMENT

Without prejudice to Article 173, any notice which must be given to members and which is not expressly provided for by these Articles or the Statutes shall be sufficiently given if given by advertisement. The notice shall be advertised once in at least one national daily newspaper and shall be deemed to have been duly served on all members at noon on the day when the advertisement appears.

UNTRACED SHAREHOLDERS

175. POWER OF COMPANY TO SELL SHARES OF UNTRACED MEMBERS

175.1. The Company may sell any shares in the Company on behalf of the holder of, or person entitled by transmission to, the shares at the best price reasonably obtainable at the time of sale if:

- 175.1.1. the shares have been in issue either in certificated or uncertificated form throughout the qualifying period and at least three cash dividends have become payable on the shares during the qualifying period;
 - 175.1.2. no cash dividend payable on the shares has either been claimed by presentation to the paying bank of the relevant cheque, warrant or similar financial instrument or been satisfied by the transfer of funds to an account with a bank or other financial institution or organisation operating deposit accounts designated by the holder of, or person entitled by transmission to, the shares or by the transfer of funds by means of a relevant system or other funds transfer system at any time during the Relevant Period;
 - 175.1.3. the Company has sent a notice to the last known postal address the Company has for the holder of, or person entitled by transmission to, the shares or the postal address at which service of notices may be effected under these Articles, giving notice of its intention to sell the shares, the Company being satisfied that prior to sending such notice the Company has made such efforts as it considers reasonable to trace the relevant holder of, or person entitled by transmission to, the shares, which may include employing a professional asset reunification company or other tracing agent; and
 - 175.1.4. during the qualifying period and for three months after sending the notice referred to in Article 175.1.3 above, the Company has not received a communication from the relevant holder of, or person entitled by transmission to, the shares.
- 175.2. The Company shall also be entitled to sell at the best price reasonably obtainable at the time of sale any additional shares in the Company issued either in certificated or uncertificated form during the qualifying period in right of any share to which Article 175.1 applies (or in right of any share so issued), if the criteria in Articles 175.1.2 to 175.1.4 are satisfied in relation to the additional shares.
- 175.3. To give effect to the sale of any share pursuant to this Article:
- 175.3.1. in the case of a share in certificated form, the board may authorise any person to transfer the share in question and an instrument of transfer signed by that person shall be as effective as if it had been signed by the holder of, or person entitled by transmission to, the share;
 - 175.3.2. in the case of a share in uncertificated form, the board may (to enable the Company to deal with the share in accordance with the provisions of this Article) require the operator of a relevant system to convert the share into certificated form and, after such conversion, authorise any person to transfer the share in question and an instrument of transfer signed by that person shall be as effective as if it had been signed by the holder of, or person entitled by transmission to, the share; and
 - 175.3.3. the board may authorise any person to take such other steps (including the giving of directions to or on behalf of the holder of, or the person entitled by transmission to, the share, who shall be bound by them) as the board consider fit to effect the sale.

175.4. The purchaser shall not be bound to see to the application of the purchase moneys nor shall the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of sale together with any unpaid or unclaimed dividends or other moneys payable in respect of the relevant share or shares (to the extent not already forfeited under these Articles) shall be forfeited and will belong to the Company and the Company will not be liable in any respect to the former holder of, or person entitled by transmission to, the share or shares by law for the proceeds of the sale or such dividends or other moneys, and the Company may use such proceeds of sale, dividends and other moneys for any purpose as the board may decide.

175.5. For the purposes of this Article:

175.5.1. **"the qualifying period"** means the period of 12 years immediately preceding the date of the sending of the notice referred to in Article 175.1.3 above; and

175.5.2. **"the Relevant Period"** means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of Articles 175.1.1 to 175.1.4 above have been satisfied.

WINDING UP

176. DURATION

176.1. At the annual general meeting of the Company falling in the calendar year 2014 and, if the Company has not then been liquidated, unitised or reconstructed, at each fifth annual general meeting of the Company convened by the Directors thereafter, the Directors shall propose an ordinary resolution that the Company should continue as an investment trust for a further five year period.

176.2. If any such ordinary resolution is not passed, the Directors shall draw up proposals for the voluntary liquidation, unitisation or other reorganisation of the Company for submission to the members of the Company at a general meeting to be convened by the Directors for a date not more than three months after the date of the meeting at which such ordinary resolution was not passed.

176.3. The Directors shall ensure that such proposals for the liquidation, unitisation or reconstruction of the Company as are approved by special resolution are implemented as soon as is reasonably practicable after the passing of such resolution.

177. DISTRIBUTION OF ASSETS BY LIQUIDATOR

Subject to the provisions of the Statutes and to any special rights for the time being attached to any class of shares, on a return of assets on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be distributed in proportion to the amounts paid up or deemed to be paid up on the ordinary shares of the Company then in issue.

178. POWERS OF LIQUIDATOR

If the Company is wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution, divide among the members whose names are entered on the Register at the date of winding up, in specie or kind the whole or any part of the assets of the Company. Whether or not the assets consist of property of one kind or of different kinds the liquidator can set such value as he deems fair upon any one or more class or classes of property and can determine how such division is carried out as between such members or different classes of members. If any such division shall be other than in accordance with the existing rights of such members, every member shall have the same right of dissent and other ancillary rights as if the resolution were a special resolution passed in accordance with section 110 of the Insolvency Act 1986. The liquidator may also, with the authority of a special resolution, vest any part of the assets in trustees upon such trusts for the benefit of such members as the liquidator thinks fit. The liquidation of the Company may then be closed and the Company dissolved, but no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

DESTRUCTION OF DOCUMENTS

179. CIRCUMSTANCES IN WHICH COMPANY MAY DESTROY CERTAIN DOCUMENTS

179.1. Subject to the Statutes, the Company may destroy:

179.1.1. all forms of transfer which have been registered, at any time after 6 years from the date of registration;

179.1.2. all dividend mandates and any variations or cancellations of the mandates and all notifications of change of address, at any time after 2 years from the date they are recorded;

179.1.3. all share certificates which have been cancelled, at any time after one year from the date of cancellation;

179.1.4. all paid dividend warrants and cheques, at any time after two years from the date of actual payment;

179.1.5. all proxy appointments which have been used for the purpose of a poll, at any time after one year from the date of such use. In the case of proxy appointments which are used for the purpose of a poll at an adjourned meeting as well as at the original meeting, the period of one year shall commence on the date they are last used;

179.1.6. 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 (or any adjournment) to which the proxy appointments relates; and

179.1.7. any other document on the basis of which any entry in the Register has been made, at any time after 6 years from the date on which an entry in the Register was first made in respect of it.

- 179.2. If the Company destroys a document in accordance with Article 179.1, it will be conclusively presumed in favour of the Company that:
- 179.2.1. every entry in the Register which is purported to have been made on the basis of a destroyed document was properly made;
 - 179.2.2. every destroyed instrument of transfer was a properly registered, valid and effective instrument;
 - 179.2.3. every destroyed share certificate was valid and effective and properly cancelled;
 - 179.2.4. every other document referred to in Article 179.1 was a valid and effective document and in accordance with its recorded particulars in the books or records of the Company; and
 - 179.2.5. every destroyed paid dividend warrant and cheque was duly paid.
- 179.3. The provisions of this Article 179 shall apply only to documents destroyed in good faith and if the Company has not been given express notice of any claim to which the document might be relevant.
- 179.4. Nothing contained in this Article 179 shall impose any liability on the Company if documents are destroyed before the times set out in Article 179.1 or in any case where the conditions of Article 179.1.3 are not fulfilled.
- 179.5. References in this Article 179 to the destruction of any document include references to its disposal in any manner.

SECRECY

180. MEMBERS NOT ENTITLED TO INFORMATION WHICH THE DIRECTORS CONSIDER WOULD BE INAPPROPRIATE TO COMMUNICATE TO THE PUBLIC

Subject to the Statutes, if the Directors think it would not be expedient in the interests of the Company to communicate information to the public, no member or general meeting or other meeting of members is entitled to require discovery of or any information relating to the Company's trading or the trading of any of its subsidiaries or any matter that is or may be in the nature of a trade secret or secret process, or that may relate to the conduct of the business of the Company or any of its subsidiaries.

INDEMNITY

181. INDEMNIFICATION OF DIRECTORS AND OTHER OFFICERS

To the extent permitted by the Statutes, the Company may indemnify any director or other officer against any liability and may purchase and maintain for every director or other officer or Auditor insurance against any liability. Subject to those provisions, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company shall be indemnified, and if the Directors so determine an Auditor may

be indemnified, out of the assets of the Company against any liability incurred by him as a director or other officer of the Company, or as auditor, in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under the Statutes in which relief is granted to him by the court.

LIABILITY FOR LOSS OF FINANCIAL ASSETS HELD IN CUSTODY

182. LIABILITY FOR LOSS OF FINANCIAL ASSETS HELD IN CUSTODY

The board, at its discretion, may allow a depository appointed to safe-keep the Company's assets to avail of a contractual discharge of liability for loss of such assets (including in cases where the law of a country that is not part of the European Economic Area requires assets to be held by a local custodian), provided always that all other conditions for such discharge have been met.

VALUATION OF THE COMPANY'S ASSETS

183. VALUATION OF THE COMPANY'S ASSETS

- 183.1. Without prejudice to any other provision of these Articles, valuation of the Company's assets shall be performed in accordance with prevailing accounting standards, the AIFM Rules, or such other accounting standards, bases, policies and procedures as the board may determine from time to time.
- 183.2. The net asset value per share of the Company shall be calculated at least annually and disclosed to members from time to time in such manner as may be determined by the board.
- 183.3. Valuations of net asset value per share of the Company may be suspended if the underlying data necessary to value the investments of the Company cannot readily or without undue expenditure be obtained or for regulatory reasons and any such suspension shall be announced through a Regulatory Information Service (as defined in the FCA Handbook).

INVESTOR DISCLOSURES

184. INVESTOR DISCLOSURES

- 184.1. Notwithstanding anything to the contrary in Article 161 which shall not apply to this Article 184, Investor Disclosures shall be made available to members and prospective members in such manner as may be determined by the board from time to time (including, without limitation, and where so determined, by posting some or all of the Investor Disclosures on the Company's website or by notice by electronic means).
- 184.2. For the purposes of this Article 184, the term "**Investor Disclosures**" means the information required to be made available to members and prospective members of the Company pursuant to FUND 3.2.2R of the Investment Funds Sourcebook of the FCA Handbook, as amended or replaced from time to time.

OBLIGATION TO PROVIDE INFORMATION TO THE COMPANY

185. OBLIGATION TO PROVIDE INFORMATION TO THE COMPANY

- 185.1. In addition to the right of the board to serve a notice on any person pursuant to section 793 of the Companies Act 2006 or pursuant to Article 43 or 86, the board may at any time serve written notice on any member requiring that member to promptly provide the Company or its agents with any information, representations, declarations, certificates, waivers, forms or other documentation ("**Information**") relating to such member (and to such member's direct or indirect owners or account holders or the persons beneficially interested, directly or indirectly, in the shares held by such member) that the board determines from time to time is necessary or appropriate for the Company to have in order to:
- 185.1.1. allow the Company to consider any relevant issues arising under, and to ensure that the Company is able to comply with its reporting, disclosure or other obligations under, (i) legislation, regulations, rules, codes, directives and guidance implementing the United Kingdom's obligations under inter-governmental agreements relating to the exchange or disclosure of information to improve international tax compliance (including, without limitation, under or in relation to FATCA, the Common Reporting Standard and the European Union's Directive on Administrative Cooperation) or (ii) the requirements of any similar laws, regulations, rules, codes or directives of any jurisdiction or territory to which the Company may be subject from time to time ("**Similar Laws**") ("**Tax Reporting Requirements**"); or
 - 185.1.2. establish the status of such member, owners, account holders or beneficial owners under or in relation to FATCA, the Common Reporting Standard, Similar Laws or Tax Reporting Requirements; or
 - 185.1.3. ensure that the Company is able to comply with its account or payee identification or other diligence requirements; or
 - 185.1.4. avoid, prevent or reduce any tax (including withholding or backup withholding) otherwise imposed by FATCA, the Common Reporting Standard or Similar Laws (including any withholding upon any payments received or receivable by the Company, or on any dividends or other distributions or payments payable, paid or made to such member by the Company); or
 - 185.1.5. permit the Company to enter into, comply with, or prevent a default under or termination of, an agreement of the type described in or required under FATCA, the Common Reporting Standard, the US Tax Code or Similar Laws.
- 185.2. Without prejudice to Article 185.1 above, each member:
- 185.2.1. must notify the Company of any material changes which affect the status of the member (or the status of the member's direct or indirect owners or account holders or the persons beneficially interested, directly or indirectly, in the shares held by the member) under Tax Reporting Requirements or which result in any Information previously provided to the Company or its agents (pursuant to this Article) becoming

inaccurate or incomplete within the earlier of 90 days of becoming aware of such changes and any other period provided under relevant Tax Reporting Requirements for such an event; and

- 185.2.2. must, to the extent there have been material changes as described in Article 185.2.1 above, promptly provide the Company with updated or replacement Information.
- 185.3. The Company and its agents shall be entitled to hold and process the Information, and to disclose any Information (including information about a member's or beneficial owner's interests in the Company) to any government division or department, including any taxation authority, of any jurisdiction (including, without limitation, HM Revenue & Customs) or to the member's authorised representative or intermediary or to any person or entity from which the Company receives or is required to make any payment, for the purposes of carrying out the business of the Company and the administration and protection of its interests and assets, including without limitation for the purposes referred to in Article 185.1 above, and where the member is not the beneficial owner of the relevant shares the member shall procure that the beneficial owner shall give its consent and authorisation to the Company in respect of the holding, processing and disclosure of any Information relating to the beneficial owner.
- 185.4. If any member fails to supply all or any Information to the Company or its agents within the period set out in the notice referred to in Article 185.1 (which period shall not be less than ten days after the service of the notice), the board may give written notice to such member requiring them either:
- 185.4.1. to provide the Company or its agents within 21 days of service of such notice with Information to the satisfaction of the board (in its discretion); or
- 185.4.2. to sell or transfer the member's shares within 21 days of service of such notice and within such 21 days to provide the board with satisfactory evidence of such sale or transfer, and pending such sale or transfer the board may suspend the exercise of any voting or consent rights and rights to receive notice of or to attend any meeting of the Company and any rights to receive dividends or other distributions or payments with respect to such member's shares.

Where the relevant requirement set out in Article 185.4.1 or 185.4.2 above is not satisfied within 21 days of service of the relevant notice (or such longer period as the board may determine), the member will be deemed, upon the expiration of such 21 days, to have forfeited their shares. If the board in its absolute discretion so determines, the Company may dispose of the relevant shares at the best price reasonably obtainable and pay the net proceeds of such disposal to the former member. The provisions of Article 35 shall apply *mutatis mutandis* to any such disposal.

- 185.5. If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the board, would or might cause the Company to become subject to any withholding tax or reporting obligation under FATCA, the Common Reporting Standard or Similar Laws or to be unable to avoid or reduce any such tax or to be unable to comply with any such reporting obligation (each an "**Onerous Obligation**") (including by reason of the failure of the person concerned or its associates or

nominee holder(s) to provide to the Company any Information pursuant to this Article 185), the board may at any time give written notice to the holder or joint holders of the relevant shares requiring them to sell or transfer the relevant shares within 21 days of service of such notice to such person or persons as shall ensure that the Company shall no longer be subject to the relevant Onerous Obligation and within such 21 days to provide the board with satisfactory evidence of such sale or transfer, and pending such sale or transfer the board may suspend the exercise of any voting or consent rights and rights to receive notice of or to attend any meeting of the Company and any rights to receive dividends or other distributions or payments with respect to the relevant shares. Where such sale or transfer is not completed within 21 days of service of such notice (or such longer period as the board may determine), the holder or joint holders of the relevant shares will be deemed, upon the expiration of such 21 days, to have forfeited their shares. If the board in its absolute discretion so determines, the Company may dispose of the relevant shares at the best price reasonably obtainable and pay the net proceeds of such disposal to the former holder or joint holders. The provisions of Article 35 shall apply *mutatis mutandis* to any such disposal.

- 185.6. If requested by the Company, a member shall execute any and all documents, opinions, instruments, certificates, declarations, representations, waivers or forms as the board may reasonably request to give effect to or to enforce the Company's rights and entitlements under this Article 185.
- 185.7. Nothing in these Articles (including, without limitation, this Article 185) shall prevent, limit or restrict the Company from withholding or deducting any taxes or other sums required to be withheld or deducted by the Company pursuant to FATCA, the Common Reporting Standard, any Similar Laws or any other applicable legislation, regulations, rules or agreements.
- 185.8. To the extent that monies received by the Company become subject to a deduction or withholding under or relating to FATCA, the Common Reporting Standard, any Similar Laws or any Tax Reporting Requirements:
- 185.8.1. the Company shall not be required to compensate, indemnify or in any way make good the members in respect of such deduction or withholding and, therefore, without limitation:
- (a) the Company shall not be required to increase any dividend or other distribution or payment to the members in order to reflect any amount deducted or withheld; and
 - (b) any monies paid or distributed to the members by the Company shall be paid net of the amount deducted or withheld; and
- 185.8.2. the members shall have no recourse to the Company in respect of a credit or refund from any person relating to the amount so deducted or withheld.