

No. 5777693

The Companies Act 2006

Company Limited by Shares

## ARTICLES OF ASSOCIATION

*(amended by Special Resolution passed on 9 May 2008 and effective from 1 October 2008 and further amended by Special Resolution passed on 26 May 2009 and effective from 1 October 2009 and by Special Resolution passed on 26 May 2010 and effective from 26 May 2010 and by Special Resolution passed on [●] 2021 and effective from [●] 2021)*

of

## HOCHSCHILD MINING PLC

(incorporated on 11 April 2006)

**Linklaters**

One Silk Street  
London EC2Y 8HQ

Telephone (44-20) 7456 2000  
Facsimile (44-20) 7456 2222

Ref Simon Branigan

The Companies Act 2006

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## Articles of Association

Amended by Special Resolution passed on 9 May 2008 and effective from 1 October 2008 and further amended by Special Resolution passed on 26 May 2009 and effective from 1 October 2009 and by Special Resolution passed on 26 May 2010 and effective from 26 May 2010 and by Special Resolution passed on [●] 2021 and effective from [●] 2021

of

## Hochschild Mining PLC

### Preliminary

- (i) The Company's name is "Hochschild Mining PLC".
- (ii) The Company is to be a public company.
- (iii) The Company's registered office is to be situated in England and Wales.
- (iv) The liability of each member is limited to the amount (if any) for the time being unpaid on the shares held by that member.

#### 1 Default Articles not to apply

Neither the regulations in Table A in The Companies (Tables A to F) Regulations 1985 nor any other articles or regulations prescribing forms of articles which may apply to companies under the Statutes or any former enactment relating to companies shall apply to the Company.

#### 2 Interpretation

In these Articles (if not inconsistent with the subject or context) the provisions of this Article 2 apply:

<b>"Board"</b>	The Board of Directors of the Company.
<b>"clear days"</b>	A period of notice of the specified length excluding the day of the meeting and the day on which the notice is given.
<b>"Company"</b>	Hochschild Mining <del>PLC</del> .
<b>"Company Communications Provisions"</b>	Shall have the same meaning as in Section 1143 of the Companies Act 2006.
<b>"CREST Regulations"</b>	The Uncertificated Securities Regulations 2001.
<b>"Director"</b>	A director of the Company.

<b><u>"FCA"</u></b>	<u>The United Kingdom Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000.</u>
<b>"in writing"</b>	Written or produced by any substitute for writing (including anything in electronic form).
<b>"London Stock Exchange"</b>	London Stock Exchange plc.
<b>"month"</b>	Calendar month.
<b>"Office"</b>	The registered office of the Company for the time being.
<b>"Operator"</b>	CRESTCo Limited or such other person as may for the time being be approved by H.M. Treasury as Operator under the CREST Regulations.
<b>"Operator-instruction"</b>	A properly authenticated dematerialised instruction attributable to the Operator.
<b>"paid"</b>	Paid or credited as paid.
<b>"participating security"</b>	A security title to units of which is permitted by the Operator to be transferred by means of a relevant system.
<b>"Register"</b>	The register of members of the Company.
<b>"relevant system"</b>	A computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument pursuant to the CREST Regulations.
<b>"Seal"</b>	The Common Seal of the Company.
<b>"Securities Seal"</b>	An official seal kept by the Company for sealing securities issued by the Company, or for sealing documents creating or evidencing securities so issued, as permitted by the Companies Acts.
<b>"Statutes"</b>	The Companies Acts, the CREST Regulations and every other enactment (to the extent the same is in force) concerning companies and affecting the Company.
<b>"these Articles"</b>	These Articles of Association as from time to time altered.
<b>"Transfer Office"</b>	The place where the Register is situated <sup>d</sup> for the time being.
<b><del>"UK Listing Authority"</del></b>	<del>The Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000.</del>
<b>"Uncertificated Proxy Instruction"</b>	A properly authenticated dematerialised instruction, and/or other instruction or notification, sent by means of a relevant system to a participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system).

**“United Kingdom”**                      The United Kingdom of Great Britain and Northern Ireland.  
**“year”**                                      Calendar year.

The expression **“debenture”** shall include “debenture stock”.

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

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

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

The expression **“shareholders’ meeting”** shall include both a General Meeting and a meeting of the holders of any class of shares of the Company. The expression **“General Meeting”** shall include any general meeting of the Company, including any general meeting held as the Company’s annual general meeting in accordance with Section 336 of the Companies Act 2006 (**“Annual General Meeting”**) and whether held as a physical General Meeting of the Company or as a combined physical and electronic General Meeting of the Company.

The expression **“physical General Meeting”** shall mean any General Meeting which persons may attend only at a physical place (or places) of meeting, and the expression **“combined physical and electronic General Meeting”** shall mean a General Meeting convened and held in accordance with these Articles and which persons may attend either at a physical place (or places) of meeting or via an electronic platform.

The expression **“electronic platform”** shall mean any form of electronic platform or facility and includes, without limitation, website addresses, application technology and conference call systems.

The expression **“present”** shall mean, for the purposes of a physical General Meeting, present at the physical place (or places) of meeting or, for the purposes of a combined physical and electronic General Meeting, either present at a physical place (or places) of meeting or present by attending via an electronic platform.

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

The expressions **“hard copy form”**, **“electronic form”** and **“electronic means”** shall have the same respective meanings as in the Company Communications Provisions.

The expression **“address”** includes any number or address (including in the case of any Uncertificated Proxy instruction, an identification number of a participant in the relevant system) used for the purposes of sending or receiving notices, documents or information by electronic means.

The expression **“Companies Acts”** shall have the meaning given thereto by Section 2 of the Companies Act 2006 in so far as they apply to the Company.

Any reference to issued shares of any class (whether of the Company or of any other company) shall not include any shares of that class held as treasury shares except where the contrary is expressly provided.

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

The words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them.

References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force (whether coming into force before or after the adoption of these Articles).

References to a share (or to a holding of shares) being in certificated or uncertificated form are references, respectively, to that share being a certificated or an uncertificated unit of a security for the purposes of the CREST Regulations.

References to a person being present at a General Meeting include a person present by corporate representative.

Subject as aforesaid any words or expressions defined in the Companies Acts or the CREST Regulations shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

## ~~Share~~s ~~Capital~~

### ~~3~~ ~~Amount of share capital~~

~~The share capital of the Company consists of Ordinary Shares of 25p each.~~

### ~~3~~ ~~Increase of s~~Share capitalCapital

~~All new shares shall be subject to the provisions of the Statutes and of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.~~

~~The Company may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe. All new shares shall be subject to the provisions of the Statutes and of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.~~

### ~~4~~ ~~Consolidation, subdivision and cancellation~~

~~4.1~~ ~~Subject to the provisions of the Statutes, the Company may by Ordinary Resolution:~~

- ~~(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;~~

- ~~(b) — 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; and diminish the amount of its capital by the amount of the shares so cancelled;~~
- ~~(c) — subdivide its shares, or any of them, into shares of a smaller amount than is fixed by the Company's Memorandum of Association. The shares arising from the subdivision will have such rights or restrictions as the Company may determine by Ordinary Resolution.~~

## **54 Fractions arising on consolidation and subdivision**

**5.14.1** Whenever as a result of a consolidation or subdivision of shares any members would become entitled to fractions of a share, the Directors may:

- (a) sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Statutes, the Company);
- (b) distribute the net proceeds of sale in due proportion among those members; and
- (c) authorise any person to execute an instrument to transfer the shares to the purchaser or its nominee.

**5.24.2** The transferee of the shares has no obligation to ensure that the purchase money is distributed in accordance with this Article 46.

**5.34.3** The transferee's title to the shares shall not be affected by any irregularity in or invalidity of the sale proceedings.

**5.44.4** Where any member's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that member's portion may at the directors' discretion be distributed to an organisation which is a charity for the purposes of the law of England and Wales.

## **6 Purchase of own shares**

~~**6.1** — Subject to Article 7.2 and the provisions of the Statutes the Company may purchase, or may enter into a contract under which it will or may purchase, any of its own shares of any class (including any redeemable shares).~~

~~**6.2** — If any securities are in issue which are admitted to the official list maintained by the UK Listing Authority and which are convertible into, or exchangeable for, or carry a right to subscribe for equity shares of the Company of the class proposed to be purchased, then the Company shall not purchase, or enter into a contract under which it will or may purchase, such equity shares unless either:~~

- ~~(a) — the terms of issue of such securities include provisions permitting the Company to purchase its own equity shares; or~~
- ~~(b) — the purchase, or the contract, has first been approved by a Special Resolution passed at a separate meeting of the holders of such securities.~~

~~**6.3** — For the purposes of this Article 7 "securities" shall have the same meaning as in Section 102A of the Financial Services and Markets Act 2000.~~

## **75** 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, share premium account, capital redemption reserve or other undistributable reserve in any way.

## **Shares**

## **86** Rights attaching to shares on issue

Without prejudice to any rights attached to any existing shares, the Company may issue shares with such rights or restrictions as determined by either the Company by Ordinary Resolution of, if the Company passes a resolution to so authorise them, the Directors, and the Company may issue any shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder and the Directors may determine the terms, conditions and manner of redemption of any such shares.

## **97** Commissions on issue of shares

The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. The Company may also on any issue of shares pay such brokerage as may be lawful.

## **9.1**

## **108** Only absolute interests recognised

Except as required by law and these Articles, the Company is not obliged to recognise any person as holding any share upon any trust nor any other right in respect of any share, except the holder's absolute right to the share and the rights attaching to it.

## **Share Certificates**

## **119** Issue of share certificates

Every person (except a person to whom the Company is not required by law to issue a certificate) whose name is entered in the Register in respect of shares in certificated form shall upon the issue or transfer to him of such shares be entitled without payment to a certificate therefore (in the case of issue) within one month (or such longer period as the terms of issue shall provide) after allotment or (in the case of a transfer of fully-paid shares) within five business days after lodgement of the transfer or (in the case of a transfer of partly-paid shares) within two months after lodgement of the transfer.

## **1210** Form of share certificate

Every share certificate shall be executed by the Company in such manner as the Directors may decide (which may include use of the Seal or the Securities Seal (or, in the case of shares on a branch register, an official seal for use in the relevant territory) and/or manual or facsimile signatures by one or more Directors) and shall specify the number and class of shares to which it relates and the amount paid up thereon. No certificate shall be issued representing shares of more than one class.

### **1311 Joint holders**

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

### **1412 Replacement of share certificates**

**14.112.1** Any two 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 such shares issued in lieu without charge.

**14.212.2** If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request.

**14.312.3** If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued to the holder upon request subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of any exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

**14.412.4** In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.

### **1513 Uncertificated shares**

**15.413.1** In this Article 13~~46~~, “**the relevant rules**” means:

- (a) any applicable provision of the Statutes about the holding, evidencing of title to, or transfer of shares other than in certificated form; and
- (b) any applicable legislation, rules or other arrangements made under or by virtue of such provision.

**15.213.2** The provisions of this Article 13~~46~~ have effect subject to the relevant rules.

**15.313.3** To the extent any provision of the Articles is inconsistent with the applicable relevant rules it must be disregarded.

**15.413.4** Any share or class of shares of the Company may be issued or held on such terms, or in such a way, that:

- (a) title to it or them is not, or must not be, evidenced by a certificate; or
- (b) it or they may or must be transferred wholly or partly without a certificate.

**15.513.5** The Directors have power to take such steps as they think fit in relation to:

- (a) the evidencing of and transfer of title to uncertificated shares (including in connection with the issue of such shares);
- (b) any records relating to the holding of uncertificated shares;
- (c) the conversion of certificated shares into uncertificated shares; or



(d) the conversion of uncertificated shares into certificated shares.

**15.613.6** The Company may by notice to the holder of a share require that share:

(a) if it is uncertificated, to be converted into certificated form; and

(b) if it is certificated, to be converted into uncertificated form,

to enable it to be dealt with in accordance with the Articles.

**15.713.7** If:

(a) the Articles give the Directors power to take action, or require other persons to take action, in order to sell, transfer or otherwise dispose of shares; and

(b) uncertificated shares are subject to that power, but the power is expressed in terms which assume the use of a certificate or other written instrument,

the Directors may take such action as is necessary or expedient to achieve the same results when exercising that power in relation to uncertificated shares.

**15.813.8** The Directors may take such action as they consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it. This may include converting such share to certificated form.

**15.913.9** Unless the Directors resolve otherwise, shares which a member holds in uncertificated form must be treated as separate holdings from any shares which that member holds in certificated form.

**15.1013.10** A class of shares must not be treated as two classes simply because some shares of that class are held in certificated form and others are held in uncertificated form.

## **16.14 Share warrants**

**16.114.1** The Company may, with respect to any fully-paid shares, issue a warrant (a “**share warrant**”) stating that the bearer of the warrant is entitled to the shares specified in it and may provide (by coupons or otherwise) for the payment of future dividends on the shares included in a share warrant. Every person (except a person to whom the Company is not required by law to issue a certificate) who surrenders a share warrant for cancellation shall be entitled without payment to a certificate therefore within two months of the surrender of the warrant.

**16.214.2** The powers referred to in Article 14.1 may be exercised by the Board, which may determine and vary the conditions on which share warrants shall be issued, and in particular on which:

(a) a new share warrant or coupon will be issued in the place of one damaged, defaced, worn out or lost (provided that no new share warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed);

(b) the bearer of a share warrant shall be entitled to receive notice of and to attend, vote and demand a poll at General Meetings;

(c) dividends will be paid; and

- (d) a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in it.

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

## **Calls on Shares**

### **1715 Power to make calls**

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

### **1816 Liability for calls**

Each member shall (subject to being given at least 14 days' notice in writing specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be wholly or partly revoked or postponed as the Directors may determine.

### **1917 Interest on overdue amounts**

If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 15 per cent. per annum) as the Directors determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.

### **2018 Other sums due on shares**

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

### **2119 Power to differentiate between holders**

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

## **2220 Payment of calls in advance**

The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish *pro tanto* the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate as the member paying such sum and the Directors may agree.

## **Forfeiture and Lien**

### **2321 Notice on failure to pay a call**

**23-221.1** If a member fails to pay in full any call or instalment of a call on or before the due date for payment thereof, the Directors may at any time thereafter serve a notice in writing on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment.

**23-221.2** The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call has been made will be liable to be forfeited.

### **2422 Forfeiture for non-compliance**

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

### **2523 Disposal of forfeited shares**

A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposal the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

### **2624 Holder to remain liable despite forfeiture**

A person whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares. He shall, in the case of shares held in certificated form, surrender to the Company for cancellation the certificate for such shares. He shall nevertheless remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at 15 per cent. per annum (or such lower rate as the Directors may determine) from the date of

forfeiture or surrender until the actual date of payment. The Directors may, in their absolute discretion, enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal. They may also waive payment in whole or in part.

### **2725 Lien on partly-paid shares**

The Company shall have a first and paramount lien on every share (not being a fully-paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share and the Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article 25.

### **2826 Sale of shares subject to lien**

The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 days after a notice in writing demanding payment of the sum presently payable and giving notice of intention to sell the share in default of payment shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy or otherwise by operation of law.

### **2927 Proceeds of sale of shares subject to lien**

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

### **3028 Evidence of forfeiture**

A statutory declaration that the declarant is a Director or the Secretary and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration shall (subject to the relevant share transfer being made, if the same be required) constitute a good title to the share. The person to whom the share is sold, re-allotted or disposed of shall not be bound to see to the application of the consideration (if any). The title of such person to the share shall not be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

## Variation of Rights

### **31-29 Manner of variation of rights**

**31-29.1** Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may be varied or abrogated in such manner (if any) as may be provided by such rights, or in the absence of any such provision, either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the shares of the class duly convened (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up.

**31-29.2** The provisions of these Articles relating to General Meetings and the proceedings themselves shall apply *mutatis mutandis* to every such separate meeting of the holders of any class of shares. The Directors may convene a meeting of the holders of any class of shares whenever they think fit and whether or not the business to be transacted involves a variation or abrogation of class rights. The quorum at every such separate meeting shall be not less than two persons holding or representing by proxy at least one-third of the nominal amount paid up on the issued shares of the class. Every holder of shares of the class, present ~~in person~~ at the General Meeting or represented by proxy, may demand a poll. Each such holder shall on a poll be entitled to one vote for every share of the class held by him. If at any adjourned meeting of such holders such quorum as aforesaid is not present, not less than one person holding shares of the class who is present at the General Meeting ~~in person~~ or represented by proxy shall be a quorum.

**31-29.3** If a meeting is adjourned for any reason including lack of quorum, the adjourned meeting may be held less than ten clear days after the original meeting notwithstanding Article 4749.

**31-29.4** The foregoing provisions of this Article 29 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

### **3230 Matters not constituting variation of rights**

The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by (a) the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto or (b) the purchase or redemption by the Company of any of its own shares.

## Transfer of Shares

### **3331 Form of transfer**

**33-31.1** All transfers of shares which are in certificated form may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors and may be under hand only. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully-paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is

entered in the Register in respect thereof. All instruments of transfer which are registered may be retained by the Company.

**33-231.2** All transfers of shares which are in uncertificated form shall, unless the CREST Regulations otherwise provide, be effected by means of a relevant system.

### **3432 Balance certificate**

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

### **3533 Right to refuse registration**

**35-433.1** The Directors may, in their absolute discretion, decline to recognise any instrument of transfer relating to shares (or renunciation of a renounceable letter of allotment) in certificated form unless it is in respect of only one class of share and is lodged (duly stamped if required) at the Transfer Office accompanied by the relevant share certificate(s) and, when lodged, it is accompanied by such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer or the title of the person renouncing (and, if the instrument of transfer or renunciation is executed by some other person on his behalf, the authority of that person so to do). In the case of a transfer of shares in certificated form by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange the lodgement of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the shares in question.

**35-233.2** The Directors may, in the case of shares in certificated form, in their absolute discretion refuse to register any transfer of shares (not being fully-paid shares) provided that, where any such shares are admitted to the official list maintained by the [FCAUK Listing Authority](#), such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis.

**35-333.3** The Directors may, in their absolute discretion, also refuse to register an allotment or transfer of shares (whether fully-paid or not) in favour of more than four persons jointly.

**35-433.4** Unless the Directors otherwise determine, a transfer of shares will not be registered if the transferor or any other person appearing to be interested in the transferor's shares, has been issued with a notice under Section 793 of the Companies Act 2006, has failed to supply the information required by such notice within 14 days and the shares in respect of which such notice has been served represent at least 0.25 per cent. of their class, unless the member is not himself in default as regards supplying the information required and proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares forming the subject of the transfer, or unless the transfer is an excepted transfer or after seven days (or such shorter period as the Board may determine) following receipt by the Company of the information required by the notice and the Board being fully satisfied that such information is full and complete.

### **3634 No fee on registration**

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

### **3735 Branch register**

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

## **Transmission of Shares**

### **3836 Persons entitled to shares on death**

In case of the death of a member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where 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 the shares, but nothing in this Article 36 shall release the estate of a deceased member (whether sole or joint) from any liability in respect of any share held by him.

### **3937 Election by persons entitled by transmission**

A person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share either be registered himself as holder of the share upon giving to the Company notice in writing to that effect or transfer such share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the notice or transfer were a transfer made by the member registered as the holder of any such share.

### **4038 Rights of persons entitled by transmission**

Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to shareholders' meetings until he shall have been registered as a member in respect of the share.

### **4139 Prior notices binding**

If a notice is given to a member in respect of a share, a person entitled to that share is bound by the notice if it was given to the member before the name of the person entitled was entered into the Register.

## Untraced Shareholders

### **4240 Untraced shareholders**

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

- (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in paragraph (b) below (or, if published on different dates, the first thereof) at least three dividends in respect of the shares have become payable and no dividend in respect of those shares has been claimed; and
- (b) the Company shall on expiry of such period of 12 years have inserted advertisements in both a national newspaper and in a newspaper circulating in the area in which the last known postal address of the member or the postal address at which service of notices may be effected under these Articles is located giving notice of its intention to sell the said shares; and
- (c) during the period of three months following the publication of such advertisements the Company shall have received no communication from such member or person.

**42.240.2** To give effect to any such sale the Company may appoint any person to transfer, as transferor, the said shares and such transfer shall be as effective as if it had been carried out by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount which shall be a permanent debt of the Company. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

## Borrowing Powers

### **4341 Borrowing powers**

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property (present and future), assets and uncalled capital or any parts thereof and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. The Directors shall, however, restrict the borrowings of the Company and exercise all voting and other rights in relation to its subsidiary undertakings so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all moneys borrowed by the group and for the time being owing to persons outside the group less the aggregate amount of current asset investments shall not at any time without the previous sanction of an ordinary resolution of the Company exceed (i) before the publication of the first audited consolidated accounts of



the Company, the sum of US\$750 million and (ii) thereafter an amount equal to three times the adjusted capital and reserves.

## General Meetings

### **4442 Annual and Extraordinary General Meetings**

An Annual General Meeting shall be held in the period of six months beginning with the day following the Company's accounting reference date, at such place, date and time as may be determined by the Directors. All other General Meetings shall be called "**Extraordinary General Meetings**".

### **4543 Convening of General Meetings**

The Directors may, whenever they think fit, and shall on requisition in accordance with the Statutes, proceed with proper expedition to convene an Extraordinary General Meeting.

### **44 Postponement or cancellation of General Meetings**

The Directors may resolve to postpone or cancel any General Meeting or move the place or places (including, for a combined physical and electronic General Meeting, electronic platform) of such meeting before the time at which it is to be held, except where the postponement or cancellation or move would be contrary to the Statutes. The Directors may give notice of a postponement or cancellation or move as they think fit but any failure to give notice of a postponement or cancellation or move does not invalidate the postponement or cancellation or move or any resolution passed at a postponed or moved meeting. Notice of the business of a postponed or moved meeting does not need to be given again. If a meeting is postponed or moved, the appointment of a proxy for that meeting is valid if it is done in accordance with these Articles and received not less than 48 hours before the commencement of the postponed or moved meeting to which it relates. The Directors may also postpone or cancel or move a postponed or moved meeting under this Article 44.

## Notice of General Meetings

### **4645 Notice of General Meetings**

**46.145.1** Notices of General Meetings shall include all information required to be included by the Statutes.

**46.245.2** Notice shall be given to all members other than members who are not entitled to receive such notices from the Company under the provisions of these Articles. The Company may determine that only those persons entered on the Register at the close of business on a day decided by the Company, such day being not more than 21 days before the day that notice of the meeting is sent, shall be entitled to receive such a notice.

**46.345.3** The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive the same shall not invalidate the proceedings at the meeting.

**46.445.4** For the purposes of determining which persons are entitled to attend or vote at a meeting and how many votes such person may cast, the Company must specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the Register in order to have the right to attend or

vote at the meeting. The Directors may at their discretion resolve that, in calculating such period, no account shall be taken of any part of any day that is not a working day (within the meaning of Section 1173 of the Companies Act 2006).

## Proceedings at General Meetings

### **4746** Chairman

At any General Meeting the Chairman of the Directors, failing whom a Deputy Chairman, failing whom any Director present and willing to act and, if more than one, chosen by the Directors present at the meeting, shall preside as Chairman. If no Director is present within five minutes after the time appointed for holding the meeting and willing to act as Chairman, a member may be elected by a resolution of the Company passed at the meeting to be Chairman of the meeting.

### **4847** Quorum

No business other than the appointment of a Chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present ~~in person at the General Meeting~~ or represented by proxy and entitled to vote shall be a quorum for all purposes.

### **4948** Lack of quorum

If within five minutes from the time appointed for a General Meeting (or such longer interval as the Chairman of the meeting may think fit to allow) a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day, time and place or places (including, for a combined physical and electronic General Meeting, electronic platform) as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the Directors may decide, provided that the adjourned meeting shall be held not less than ten clear days after the original General Meeting.

### **5049** Adjournment

**50.149.1** \_\_\_\_\_ The Chairman of any General Meeting at which a quorum is present may adjourn the meeting if:

- (a) the members consent to an adjournment by passing an Ordinary Resolution;
- (b) the chairman considers it necessary to restore order or to otherwise facilitate the proper conduct of the meeting; or
- (c) the chairman considers it necessary for the safety of the people attending the meeting (including if there is insufficient room at the meeting venue to accommodate everyone who wishes to, and is entitled to, attend).

**50.249.2** \_\_\_\_\_ The chairman of any General Meeting at which a quorum is present must adjourn the meeting if requested to do so by the meeting.

**50.349.3** \_\_\_\_\_ If the Chairman adjourns a meeting he may specify the time and place or places and (if applicable for a combined physical and electronic General Meeting) electronic platform to

which it is adjourned. Where a meeting is adjourned without specifying a new time and place or places and (if applicable) electronic platform, the time and place or places and (if applicable) electronic platform for the adjourned meeting shall be fixed by the Directors.

**50.449.4** No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

### **5150** Notice of adjourned meeting

When a meeting is adjourned for 14 days or more or *sine die*, not less than seven days' notice of the adjourned meeting shall be given in accordance, *mutatis mutandis*, with Article 45. Otherwise it shall not be necessary to give any such notice.

### **5251** Amendments to resolutions

If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

### **5352** Security, health and safety and other arrangements and orderly conduct

**53.452.1** The Directors may put in place such arrangements or restrictions as they think fit to ensure the safety and security of the attendees at a General Meeting and the orderly conduct of the meeting, including requiring attendees attending physically to submit to searches and/or health and safety restrictions.

**53.252.2** The Directors may refuse entry to, or remove from, a General Meeting any member, proxy or other person who fails to comply with such arrangements or restrictions.

**53.352.3** The chairman of a General Meeting may take such action as he thinks fit to maintain the proper and orderly conduct of the meeting.

### **5453** Satellite meeting places

**54.453.1** To facilitate the organisation and administration of any General Meeting, the Directors may decide that the meeting shall be held at two or more physical locations.

**54.253.2** For the purposes of these Articles any General Meeting taking place at two or more locations shall be treated as taking place where the chairman of the meeting presides (the "**principal meeting place**") and any other location where that meeting takes place is referred to in these Articles as a "**satellite meeting**".

**54.353.3** A member present in person at the General Meeting or represented by proxy at a satellite meeting may be counted in the quorum and may exercise all rights that they would have been able to exercise if they were present at the principal meeting place.

**54.453.4** The Directors may make and change from time to time such arrangements as they shall in their absolute discretion consider appropriate to:

- (a) ensure that all members and proxies for members wishing to attend the meeting can do so;

- (b) ensure that all persons attending the meeting are able to participate in the business of the meeting ~~and to see and hear anyone else addressing the meeting;~~
- (c) ensure the safety of persons attending the meeting and the orderly conduct of the meeting; and
- (d) restrict the numbers of members and proxies at any one location to such number as can safely and conveniently be accommodated there.

**54.553.5** The entitlement of any member or proxy to attend a satellite meeting shall be subject to any such arrangements then in force and stated by the notice of meeting or adjourned meeting to apply to the meeting.

**54.653.6** If there is a failure of communication equipment or any other failure in the arrangements for participation in the meeting at more than one place, the Chairman may adjourn the meeting in accordance with Article 49~~54~~. Such an adjournment will not affect the validity of such meeting, or any business conducted at such meeting up to the point of adjournment, or any action taken pursuant to such meeting.

**53.7** A person (a “**satellite chairman**”) appointed by the Directors shall preside at each satellite meeting. Every satellite chairman shall carry out all requests made of him by the chairman of the General Meeting, may take such action as he thinks necessary to maintain the proper and orderly conduct of the satellite meeting and shall have all powers necessary or desirable for such purposes.

## **54 Combined physical and electronic General Meetings**

**54.1** Without prejudice to Article 53, the Directors may decide to hold a General Meeting as a combined physical and electronic General Meeting and, in such case, shall provide details of the means for members to attend and participate in the meeting, including the physical place or places of meeting and the electronic platforms to be used.

**54.2** The Directors and the Chairman of a combined physical and electronic General Meeting may make any arrangement and impose any requirement or restriction as is:

- (a) necessary to ensure the identification of those taking part and the security of the electronic communication; and
- (b) proportionate to achieving these objectives.

**54.3** All resolutions put to members at a combined physical and electronic General Meeting shall be voted on by a poll in accordance with Articles 56, 57, 58 and 59.

**54.4** Persons seeking to attend or participate in a combined physical and electronic General Meeting via an electronic platform shall be responsible for ensuring that they have access to the facilities (including, without limitation, systems, equipment and connectivity) which are necessary to enable them to attend or participate in such General Meeting. Any failure of such facilities will not affect the validity of such General Meeting or any business conducted at such General Meeting or any action taken pursuant to such General Meeting.

## **55 Attendance at and participation in General Meetings**

**55.1** In determining whether persons are attending or participating in a General Meeting, it is immaterial whether any two or more persons attending it are in the same place as each other or how they are able to communicate with each other.

55.2 Two or more persons who are not in the same place as each other attend a General Meeting if their circumstances are such that, if they have (or were to have) rights to speak or vote at that meeting, they are (or would be) able to exercise them.

55.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.

55.4 A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate, during the meeting, information and opinions which that person has on the business of the meeting.

55.5 A person is able to exercise the right to vote at a General Meeting when,

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

~~(a)~~(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

## Polls

### 55.56 Demand for poll

55.156.1 At any General Meeting which is held only as a physical General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before the resolution is put to the vote on a show of hands, or on the declaration of the result of, the show of hands) demanded by:

(a) the Chairman of the meeting; or

(b) not less than five members present ~~in person~~ at the General Meeting or represented by proxy and entitled to vote; or

(c) a member or members present at the General Meeting or represented in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

(d) a member or members present at the General Meeting or represented by proxy in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

56.2 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

55.256.3 At a General Meeting which is held as a combined physical and electronic General Meeting, a resolution put to the vote of the meeting shall be decided on a poll, and any such poll will be deemed to have been validly demanded at the time fixed for holding the meeting to which it relates.

### **5657 Procedure on a poll**

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

### **5758 Voting on a poll**

On a poll votes may be given either personally or by proxy 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.

### **5859 Timing of poll**

A poll demanded on the choice of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the Chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

## **Votes of Members**

### **5960 Votes attaching to shares**

**59.160.1** Subject to Article 45.4 and to any special rights or restrictions as to voting attached by or in accordance with these Articles to any shares or any class of shares and to any suspension or abrogation of voting rights pursuant to those Articles:

- (a) on a show of hands every member who is present at the General Meeting in person and, subject to Article 60.160.1(b), every proxy present who has been duly appointed shall have one vote;
- (b) on a show of hands, a proxy has one vote for and one vote against the resolution if the proxy has been duly appointed by more than one member entitled to vote on the resolution, and the proxy has been instructed:
  - (i) by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or
  - (ii) by one or more of those members to vote either for or against the resolution and by one or more other of those members to use his discretion as to how to vote; and
- (c) on a poll every member who is present at the General Meeting or represented by proxy in person or by proxy shall have one vote for every share of which he is the holder.

**59.260.2** A proxy shall not be entitled to vote on a show of hands or on a poll where the member appointing the proxy would not have been entitled to vote on the resolution had he been present at the General Meeting in person.

## **6061 Votes of joint holders**

In the case of joint holders of a share the vote of the senior who tenders a vote, whether ~~in person~~ **at the General Meeting** or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.

## **6162 Restriction on voting in particular circumstances**

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

**61.262.2** If any member, or any other person appearing to be interested in shares (within the meaning of Part 22 of the Companies Act 2006) held by such member, has been duly served with a notice under Section 793 of the Companies Act 2006 and is in default for a period of 14 days in supplying to the Company the information thereby required, then (unless the Directors otherwise determine) in respect of:

- (a) the shares comprising the shareholding account in the Register which comprises or includes the shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the "**default shares**", which expression shall include any further shares which are issued in respect of such shares); and
- (b) any other shares held by the member,

the member shall not (for so long as the default continues) nor shall any transferee to whom any of such shares are transferred (other than pursuant to an approved transfer or pursuant to Article 62.3(b) below) be entitled to attend or vote either personally or by proxy at a shareholders' meeting or to exercise any other right conferred by membership in relation to shareholders' meetings.

**61.362.3** Where the default shares represent 0.25 per cent. or more of the issued shares of the class in question, the Directors may in their absolute discretion by notice in writing (a "**direction notice**") to such member direct that:

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

provided that, in the case of shares in uncertificated form, the Directors may only exercise their discretion not to register a transfer if permitted to do so by the CREST Regulations.

Any direction notice may treat shares of a member in certificated and uncertificated form as separate holdings and either apply only to the former or to the latter or make different provision for the former and the latter.

Upon the giving of a direction notice its terms shall apply accordingly.

**61.462.4** The Company shall send to each other person appearing to be interested in the shares the subject of any direction notice a copy of the notice, but the failure or omission by the Company to do so shall not invalidate such notice.

**61.562.5** Save as herein provided any direction notice shall have effect in accordance with its terms for so long as the default in respect of which the direction notice was issued continues and shall cease to have effect thereafter upon the Directors so determining (such determination to be made within a period of one week of the default being duly remedied, with notice in writing thereof being given to the member forthwith).

**61.662.6** Any direction notice shall cease to have effect in relation to any shares which are transferred by such member by means of an approved transfer or in accordance with Article 62.3(b) above.

**61.762.7** For the purposes of this Article 62:

- (a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has been served with a notice under Section 793 of the Companies Act 2006 and either (i) the member has named such person as being so interested or (ii) (after taking into account the response of the member to the said notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares; and
- (b) a transfer of shares is an “**approved transfer**” if:
  - (i) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a takeover offer (as defined in Section 974 of the Companies Act 2006); or
  - (ii) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the member or with any person appearing to be interested in such shares including any such sale made through a recognised investment exchange or through a stock exchange outside the United Kingdom on which the Company’s shares are normally traded. For the purposes of this sub-paragraph any associate (as that term is defined in Section 435 of the Insolvency Act 1986) shall be included amongst the persons who are connected with the member or any person appearing to be interested in such shares.

**61.862.8** The provisions of this Article 62 are in addition and without prejudice to the provisions of the Companies Acts.



## **62.63 Validity and result of vote**

**62.163.1** No objection shall be raised as to the qualification of any voter or the admissibility of any vote except at the meeting or adjourned meeting at which the vote is tendered. Every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

**62.263.2** On a vote on a resolution at a meeting on a show of hands, a declaration by the Chairman that the resolution:

- (a) has or has not been passed; or
- (b) has been passed with a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with the Companies Acts is also conclusive evidence of that fact without such proof. This Article 63.2 does not have effect if a poll is demanded in respect of the resolution (and the demand is not subsequently withdrawn).

## **Proxies and Corporate Representatives**

### **63.64 Appointment of proxies**

**63.164.1** A member is entitled to appoint a proxy to exercise all or any of his rights to attend and to speak and vote at a General Meeting.

**63.264.2** A proxy need not be a member of the Company.

**63.364.3** A member may appoint more than one proxy in relation to a meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him.

### **64.65 Form of proxy**

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

- (a) in the case of an individual must either be signed by the appointor or his attorney or authenticated in accordance with Article 125; and
- (b) in the case of a corporation must be either given under its common seal or be signed on its behalf by an attorney or a duly authorised officer of the corporation or authenticated in accordance with Article 125.

Any signature on or authentication of such appointment need not be witnessed. Where an appointment of a proxy is signed or authenticated in accordance with Article 125 on behalf of the appointor by an attorney, the power of attorney or a copy thereof certified notarially or in some other way approved by the Directors must (failing previous registration with the Company) be submitted to the Company, failing which the appointment may be treated as invalid.

## **6566 Deposit of form of proxy**

**65-166.1** The appointment of a proxy (together with any supporting documentation required under Article 65) must be received at the address or one of the addresses (if any) specified for that purpose in, or by way of note to, or in any document accompanying, the notice convening the meeting (or if no address is so specified, at the Transfer Office):

- (a) in the case of a meeting or adjourned meeting, not less than 48 hours before the commencement of the meeting or adjourned meeting to which it relates;
- (b) in the case of a poll taken following the conclusion of a meeting or adjourned meeting, but not more than 48 hours after the poll was demanded, not less than 48 hours before the commencement of the meeting or adjourned meeting at which the poll was demanded; and
- (c) in the case of a poll taken more than 48 hours after it was demanded, not less than 24 hours before the time appointed for the taking of the poll;

and in default shall not be treated as valid.

**65-266.2** The Directors may, in their discretion, determine that, in calculating the periods mentioned in Article 66.1 above, no account shall be taken of any part of any day that is not a working day (within the meaning of Section 1173 of the Companies Act 2006).

**65-366.3** Without limiting the foregoing, in relation to any shares in uncertificated form, the Directors may permit a proxy to be appointed by electronic means or by means of a website in the form of an Uncertificated Proxy Instruction; and may permit any supplement to, or amendment or revocation of, any such Uncertificated Proxy Instruction to be made by a further Uncertificated Proxy Instruction. The Directors may in addition prescribe the method of determining the time at which any Uncertificated Proxy Instruction is to be treated as received by the Company. The Directors may treat any Uncertificated Proxy Instruction purporting or expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending the instruction to send it on behalf of that holder.

**65-466.4** The appointment of a proxy shall, unless the contrary is stated thereon, be as valid for any adjournment of a meeting as it is for the meeting to which it relates. An appointment relating to more than one meeting (including any adjournment of any such meeting) having once been delivered in accordance with this Article 66 for the purposes of any such meeting does not need to be delivered again for the purposes of any subsequent meeting to which it relates.

## **6667 Rights of proxy**

**66-167.1** A proxy shall have the right to exercise all or any of the rights of his appointor, or (where more than one proxy is appointed) all or any of the rights attached to the shares in respect of which he is appointed the proxy, to attend, and to speak and vote, at a General Meeting.

## **6768 Termination of proxy's authority**

**67-168.1** Neither the death or insanity of a member who has appointed a proxy, nor the revocation or termination by a member of the appointment of a proxy (or of the authority under which the appointment was made), shall invalidate the proxy or the exercise of any of

the rights of the proxy thereunder, unless notice of such death, insanity, revocation or termination shall have been received by the Company in accordance with Article 68.2 below.

**67-268.2** Any such notice of death, insanity, revocation or termination must be received in writing and be at the address or one of the addresses (if any) specified for receipt of proxies in, or by way of note to, or in any document accompanying, the notice convening the meeting to which the appointment of the proxy relates (or if no address is so specified, at the Transfer Office):

- (a) in the case of a meeting or adjourned meeting, not less than one hour before the commencement of the meeting or adjourned meeting to which the proxy appointment relates;
- (b) in the case of a poll taken following the conclusion of a meeting or adjourned meeting, but not more than 48 hours after it was demanded, not less than one hour before the commencement of the meeting or adjourned meeting at which the poll was demanded; or
- (c) in the case of a poll taken more than 48 hours after it was demanded, not less than one hour before the time appointed for the taking of the poll.

#### **6869 Corporations acting by representatives**

Subject to the Statutes, any corporation which is a member of the Company may by resolution of its directors or other governing body authorise a person or persons to act as its representative or representatives at any General Meeting.

### **Directors**

#### **6970 Number of Directors**

Subject as hereinafter provided the Directors shall not be less than two nor more than 12 in number. The Company may by Ordinary Resolution from time to time vary the minimum number and/or maximum number of Directors.

#### **7071 Share qualification**

A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at shareholders' meetings.

#### **7172 Directors' fees**

The ordinary remuneration of the Directors shall from time to time be determined by the Directors except that such remuneration shall not exceed £3,000,000 per annum in aggregate or such higher amount as may from time to time be determined by Ordinary Resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Any fees payable pursuant to this Article 72 shall be distinct from any salary, remuneration or other amounts

payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.

### **7273 Other remuneration of Directors**

**72-173.1** The salary or remuneration of any Director who holds any employment or executive office (including for this purpose the office of Chairman or Deputy Chairman whether or not such office is held in an executive capacity), or who serves on any committee of the Directors, in accordance with the provisions of these Articles may be either a fixed sum of money or may, altogether or in part, be governed by business done or profits made or otherwise determined by the Directors and may be in addition to or in lieu of any fee payable to him for his services as a Director pursuant to these Articles.

**72-273.2** Any Director who, by arrangement with the Directors, performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission, participation in profits or otherwise or may receive such other benefits as the Directors may determine from time to time.

### **7374 Directors' expenses**

The Directors may repay to any Director all such reasonable travelling, hotel and other expenses as he may properly incur in attending and returning from meetings of the Directors or of any committee of the Directors or shareholders' meetings or otherwise incurred by him in or about the performance of his duties as a Director.

### **7475 Directors' pensions and other benefits**

The Directors shall have power to pay and agree to pay gratuities, pensions or other retirement, superannuation, death or disability benefits to (or to any person, relative or dependant in respect of) any Director or ex-Director and for the purpose of providing any such gratuities, pensions or other benefits to contribute to any scheme or fund or to pay premiums.

### **7576 Appointment of executive Directors**

**75-176.1** The Directors may from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the office of Chairman or Deputy Chairman) on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment.

**75-276.2** The appointment of any Director to the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director shall automatically determine if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

**75-376.3** The appointment of any Director to any other executive office shall not automatically determine if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such

determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

### **7677 Powers of executive Directors**

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

## **Appointment and Retirement of Directors**

### **7778 Age limit**

Any provision of the Statutes which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment or election as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment or election of any Director over a specified age, shall not apply to the Company.

### **7879 Retirement at Annual General Meetings**

**78-479.1** Each Director shall retire at the Annual General Meeting held in the third calendar year following the year in which he was elected or last re-elected by the Company.

**78-279.2** Each Director (other than the Chairman and any Director holding an executive office) shall retire at each Annual General Meeting following the ninth anniversary of the date on which he was elected by the Company.

**78-379.3** A Director who retires at any Annual General Meeting shall be eligible for re-election unless the Directors otherwise determine not later than the date of the notice of such Annual General Meeting.

### **7980 Re-election of retiring Director**

The Company at the meeting at which a Director retires under any provision of these Articles may by Ordinary Resolution fill the office being vacated by electing thereto the retiring Director (if eligible for re-election) or some other person eligible for election. In the absence of such a resolution the retiring Director shall nevertheless be deemed to have been re-elected except in any of the following cases:

- (a) where at such meeting a resolution for the re-election of such Director is put to the meeting and lost, or it is expressly resolved not to fill the office being vacated;
- (b) where such Director is ineligible for re-election or has given notice in writing to the Company that he is unwilling to be re-elected; or
- (c) where a resolution to elect such Director is void by reason of contravention of the Section 160 of the Companies Act 2006.

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 re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

### **8081 Election or appointment of additional Director**

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

### **8182 Vacation of office**

The office of a Director shall be vacated in any of the following events, namely:

- (a) if he shall become prohibited by law from acting as a Director or ceases to be a Director by virtue of any provision of the Companies Act 2006;
- (b) if he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Directors shall resolve to accept such offer;
- (c) if he shall have a bankruptcy order made against him or shall compound with his creditors generally or shall apply to the court for an interim order under Section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- (d) if in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs;
- (e) if he shall be absent from meetings of the Directors for six months without leave and the Directors shall resolve that his office be vacated;
- (f) if a notice in writing is served upon him, signed by not less than three-quarters of the Directors for the time being, to the effect that his office as Director shall on receipt of such notice *ipso facto* be vacated, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company; or
- (g) in the case of a Director other than the Chairman and any Director holding an executive office, if the Directors shall resolve to require him to resign in accordance with paragraph (b) above and within 30 days of being given notice of such resolution, he shall fail to do so.

### **8283 Removal of Director**

The Company may in accordance with and subject to the provisions of the Statutes by Ordinary Resolution of which special notice has been given remove any Director from office (notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach

of any such agreement) and elect another person in place of a Director so removed from office.

## **Meetings and Proceedings of Directors**

### **8384 Convening of meetings of Directors**

**83-184.1** Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. At any time any Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors by giving notice to the other Directors. Notice need not be in writing and may be sent to any address provided by the Director. Any Director may waive notice of any meeting and any such waiver may be retroactive.

**83-284.2** The Directors shall be deemed to meet together if, being in separate locations, they are nonetheless linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other, and a quorum in that event shall be two Directors so linked (or such other number fixed from time to time by the Directors). Such a meeting shall be deemed to take place where the largest group of Directors participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

### **8485 Quorum**

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

### **8586 Chairman**

**85-186.1** The Directors may elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairmen) and determine the period for which each is to hold office. If no Chairman or Deputy Chairman shall have been appointed or if at any meeting of the Directors no Chairman or Deputy Chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.

**85-286.2** If at any time there is more than one Deputy Chairman the right in the absence of the Chairman to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.

### **8687 Casting vote**

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

### **8788** Number of Directors below minimum

The continuing Directors may act notwithstanding any vacancies, 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 be no Directors or Director able or willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

### **8889** Directors' written resolutions

**88-189.1** A Directors' written resolution is adopted when all the Directors entitled to vote on such resolution have:

- (a) signed one or more copies of it; or
- (b) otherwise indicated their agreement to it in writing.

**88-289.2** A Directors' written resolution is not adopted if the number of Directors who have signed it is less than the quorum for Directors' meetings.

**88-389.3** Once a Directors' written resolution has been adopted, it must be treated as if it had been a resolution passed at a Directors' meeting in accordance with these Articles.

### **8990** Validity of proceedings

All acts done by any meeting of Directors, or of any committee or sub-committee of the Directors, or by any person acting as a Director or as a member of any such committee or sub-committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any Director or any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee or sub-committee and had been entitled to vote.

## **Directors' Interests**

### **89-190.1** Authorisation

- (A) For the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that Section to avoid a situation in which he has, or can have, a direct or indirect interest<sup>†</sup> that conflicts, or possibly may conflict, with the interests of the Company.
- (B) Authorisation of a matter under this Article ~~90-1~~90.1 shall be effective only if:

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<sup>†</sup> ~~Neither the duty in Section 175(1) of the Companies Act 2006, nor the authorisation procedure under Section 175(5) of the Companies Act 2006, applies to a conflict of interest arising in relation to a transaction or arrangement with the Company. The disclosure and approval provisions of Articles 90.1 and 90.2 are intended to deal with such conflicts.~~



- (a) the matter in question shall have been proposed in writing for consideration at a meeting of the Directors, in accordance with the Board's normal procedures or in such other manner as the Directors may determine;
  - (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**"); and
  - (c) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- (C) Any authorisation of a matter under this Article 90.1~~90.1~~ shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- (D) Any authorisation of a matter under this Article 90.1~~90.1~~ shall be subject to such conditions or limitations as the Directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the Directors at any time. A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.
- (E) A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under this Article 90.1~~90.1~~ and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

#### **89.290.2 Directors may have interests**

- (A) Subject to compliance with paragraph (B) below, a Director, notwithstanding his office, may have an interest of the following kind:
- (a) where a Director (or a person connected with him) is a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company;
  - (b) where a Director (or a person connected with him) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Relevant Company, or in which the Company is otherwise interested;
  - (c) where the Director (or a person connected with him) acts (or any firm of which he is a partner, employee or member acts) in a professional capacity for any Relevant Company (other than as auditor) whether or not he or it is remunerated therefore;
  - (d) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (e) an interest, or a transaction or arrangement giving rise to an interest, of which the Director is not aware;
  - (f) any matter authorised under paragraph (A) of Article 90.1~~90.1~~; or
  - (g) any other interest authorised by Ordinary Resolution.

No authorisation under Article 90.1~~90.1~~ shall be necessary in respect of any such interest.

- (B) The Director shall declare the nature and extent of any interest permitted under paragraph (A) above, and not falling within paragraph (C) below, at a meeting of the Directors or in the manner set out in Section 184 or 185 of the Companies Act 2006.
- (C) No declaration of an interest shall be required by a Director in relation to an interest:
- (a) falling within sub-paragraph (d) or (e) or (f) of paragraph (A) above;
  - (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
  - (c) if, or to the extent that, it concerns the terms of his service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.
- (D) A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Relevant Company or for such remuneration, each as referred to in paragraph (A) above, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.
- (E) For the purposes of this Article, “**Relevant Company**” shall mean:
- (a) the Company;
  - (b) a subsidiary undertaking of the Company;
  - (c) any holding company of the Company or a subsidiary undertaking of any such holding company;
  - (d) any body corporate promoted by the Company; or
  - (e) any body corporate in which the Company is otherwise interested.

### **89-390.3 Restrictions on quorum and voting**

- (A) Save as provided in this Article ~~90.390.3~~, and whether or not the interest is one which is authorised pursuant to Article 90.1 ~~90.1~~ or permitted under Article 90.2 ~~90.2~~ above, a Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) is interested. Any vote of a Director in respect of a matter where he is not entitled to vote shall be disregarded.
- (B) A Director shall not be counted in the quorum for a meeting of the Directors in relation to any resolution on which he is not entitled to vote.
- (C) Subject to the provisions of the Statutes, a Director shall (in the absence of some other interest than is set out below) be entitled to vote, and be counted in the quorum, in respect of any resolution concerning any contract, transaction or arrangement, or any other proposal:
- (a) in which he has an interest of which he is not aware;
  - (b) in which he has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

- (c) in which he has an interest only by virtue of interests in shares, debentures or other securities of the Company, or by reason of any other interest in or through the Company;
  - (d) which involves the giving of any security, guarantee or indemnity to the Director or any other person in respect of (i) 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 (ii) a debt or other obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - (e) concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings (i) in which offer he is or may be entitled to participate as a holder of securities, or (ii) in the underwriting or sub-underwriting of which he is to participate;
  - (f) concerning any other body corporate in which he is interested, directly or indirectly, and whether as an officer, shareholder, creditor, employee or otherwise, provided that he (together with persons connected with him) is not the holder of, or beneficially interested in, one per cent. or more of the issued equity share capital of any class of such body corporate or of the voting rights available to members of the relevant body corporate;
  - (g) relating to an arrangement for the benefit of the employees or former 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 or former employees to whom such arrangement relates;
  - (h) concerning the purchase or maintenance by the Company of insurance for any liability for the benefit of Directors or for the benefit of persons who include Directors;
  - (i) concerning the giving of indemnities in favour of Directors;
  - (j) concerning the funding of expenditure by any Director or Directors on (i) defending criminal, civil or regulatory proceedings or actions against him or them, (ii) in connection with an application to the court for relief, or (iii) defending him or them in any regulatory investigations;
  - (k) concerning the doing of anything to enable any Director or Directors to avoid incurring expenditure as described in sub-paragraph (j) above; and
  - (l) in respect of which his interest, or the interest of Directors generally, has been authorised by Ordinary Resolution.
- (D) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employment with the Company (or any body corporate in which the Company is interested), the proposals may be divided and considered in relation to each Director separately. In such case, each of the Directors concerned (if not debarred from voting under sub-paragraph (f) of paragraph (C) above) shall be entitled to vote, and be counted in the quorum, in respect of each resolution except that concerning his own appointment or the fixing or variation of the terms thereof.
- (E) If a question arises at any time as to whether any interest of a Director prevents him from voting, or being counted in the quorum, under this Article 90.3~~90.3~~, and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to

the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive, except in a case where the nature or extent of the interest of such Director has not been fairly disclosed. If any such question shall arise in respect of the Chairman of the meeting, the question shall be decided by resolution of the Directors and the resolution shall be conclusive except in a case where the nature or extent of the interest of the Chairman of the meeting (so far as it is known to him) has not been fairly disclosed to the Directors.

#### **89-490.4 Confidential information**

- (A) Subject to paragraph (B) below, if a Director, otherwise than by virtue of his position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:
  - (a) to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company; or
  - (b) otherwise use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- (B) Where such duty of confidentiality arises out of a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, paragraph (A) above shall apply only if the conflict arises out of a matter which has been authorised under Article 90.1~~90.1~~ above or falls within Article 90.2~~90.2~~ above.
- (C) This Article 90.4~~90.4~~ is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 90.4.

#### **9091 Directors' interests - general**

- (A) For the purposes of Articles 90.1~~90.1~~, 90.2~~90.2~~, ~~90.3~~ 90.3 and 91~~91~~:
  - (a) an interest of a person who is connected with a Director shall be treated as an interest of the Director; and
  - (b) Section 252 of the Companies Act 2006 shall determine whether a person is connected with a Director.
- (B) Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:
  - (a) absenting himself from any meetings of the Directors at which the relevant situation or matter falls to be considered; and
  - (b) not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

- (C) The Company may by Ordinary Resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles ~~90~~90 and ~~91~~91.

## Committees of the Directors

### **9192 Appointment and constitution of committees**

The Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) to committees. Any such committee shall, unless the Directors otherwise resolve, have power to sub-delegate to sub-committees any of the powers or discretions delegated to it. Any such committee or sub-committee shall consist of one or more Directors and (if thought fit) one or more other named person or persons to be co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee or sub-committee, any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such committee or sub-committee. Any committee or sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee or sub-committee of persons other than Directors and may provide for members who are not Directors to have voting rights as members of the committee or sub-committee but so that (a) the number of members who are not Directors shall be less than one-half of the total number of members of the committee or sub-committee and (b) no resolution of the committee or sub-committee shall be effective unless a majority of the members of the committee or sub-committee present throughout the meeting are Directors.

### **9293 Proceedings of committee meetings**

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

## Powers of Directors

### **9394 General powers**

The business and affairs of the Company shall be managed by the Directors, who may pay all expenses incurred in forming and registering the Company, and may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be exercised by the Company in a General Meeting subject nevertheless to any regulations of these Articles, to the provisions of the Statutes and to such regulations as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall 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 94 shall not be

limited or restricted by any special authority or power given to the Directors by any other Article.

#### **9495 Provision for employees on cessation or transfer of business**

The Directors may make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director, former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

#### **9596 Local boards**

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

#### **9697 Appointment of attorney**

The Directors may from time to time and at any time appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

#### **9798 President**

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

#### **9899 Bank mandates**

The Directors may by resolution authorise such person or persons as they think fit to act as signatories to any bank account of the Company and may amend or remove such authorisation from time to time by resolution.

## **99100 Borrowing powers**

Subject to Article 41, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property (present and future), assets and uncalled capital or any part or parts thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

## **Alternate Directors**

### **100101 Alternate Directors**

**100-4101.1** Any Director may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person (including another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors or unless the appointee is another Director, shall have effect only upon and subject to being so approved.

**100-2101.2** The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director, otherwise than by retirement at a General Meeting at which he is re-elected.

**100-3101.3** An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative but he shall not be counted more than once for the purposes of the quorum. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors the foregoing provisions of this Article 101.3 shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member. An alternate Director shall not (save as aforesaid) have power to act as a Director, nor shall he be deemed to be a Director for the purposes of these Articles, nor shall he be deemed to be the agent of his appointor.

**100-4101.4** An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

## Secretary

### **101.102 Secretary**

The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one or more Deputy and/or Assistant Secretaries.

## The Seal

### **102.103 The Seal**

**102.103.1** The Directors shall provide for the safe custody of the Seal and any Securities Seal and neither shall be used without the authority of the Directors or of a committee authorised by the Directors in that behalf. The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued.

**102.2103.2** Every instrument to which the Seal or the Securities Seal shall be affixed (other than a certificate for or evidencing shares, debentures or other securities (including options) issued by the Company) shall be signed autographically by one Director and the Secretary or by two Directors or by a Director or other person authorised for the purpose by the Directors in the presence of a witness.

**102.3103.3** The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

**102.4103.4** Any instrument signed by one Director and the Secretary or by two Directors or by a Director in the presence of a witness who attests the signature and expressed to be executed by the Company shall have the same effect as if executed under the Seal.

## Authentication of Documents

### **103.104 Authentication of documents**

Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any document affecting the constitution of the Company and any resolution passed at a shareholders' meeting or at a meeting of the Directors or any committee, and any book, record, document or account relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any book, record, document or account is elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.



## Dividends

### **104105** Final dividends

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

### **105106** Fixed and interim dividends

Subject to the provisions of the Statutes, the Directors may declare and pay such interim dividends as appear to the Directors to be justified by the profits of the Company available for distribution. If at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividend as well as on shares conferring preferential rights, unless at the time of payment any preferential dividend is in arrears. Provided that the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer by the lawful payment of any interim dividend on any shares ranking after those with preferential rights.

### **106107** Distribution *in specie*

The Directors may, with the authority of an Ordinary Resolution ~~direct payment, or offer to holders of Ordinary Shares the right to elect to receive Ordinary Shares (subject to such conditions as the Directors may determine) as payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company or in one or more of such ways),~~ direct payment of or make a dividend or other distribution in whole or in part by transferring non-cash assets or by procuring the receipt by shareholders of non-cash assets (including, without limitation, paid-up shares or other securities of any company) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates (or ignore fractions), may fix the value for distribution of such specific assets or any part thereof, may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any such assets in trustees.

### **107108** No dividend except out of profits

No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes.

### **108109** Ranking of shares for dividend

Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, it shall rank for dividend accordingly. For the purposes of this Article 109 no amount paid on a share in advance of calls shall be treated as paid on the share.

## **109110 Manner of payment of dividends**

**109-110.1** Any dividend or other moneys payable on or in respect of a share shall be paid to the member or to such other person as the member (or, in the case of joint holders of a share, all of them) may in writing direct. Such dividend or other moneys may be paid (i) by cheque sent by post to the payee or, where there is more than one payee, to any one of them, or (ii) by inter-bank transfer to such account as the payee or payees shall in writing direct, or (iii) (if so authorised by the holder of shares in uncertificated form) using the facilities of a relevant system (subject to the facilities and requirements of the relevant system), or (iv) by such other method of payment as the member (or, in the case of joint holders of a share, all of them) may agree to. Every such cheque shall be sent at the risk of the person or persons entitled to the money represented thereby, and payment of a cheque by the banker upon whom it is drawn, and any transfer or payment within (ii), (iii) or (iv) above, shall be a good discharge to the Company.

**109-2110.2** Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Directors may determine, using such exchange rate for currency conversions as the Directors may select.

**109-3110.3** The Company may cease to send any cheque, warrant or order by post for any dividend on any shares which is normally paid in that manner if in respect of at least two consecutive dividends payable on those shares the cheque, warrant or order has been returned undelivered or remains uncashed but, subject to the provisions of these Articles, shall recommence sending cheques, warrants or orders in respect of the dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.

## **110111 Joint holders**

If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

## **111112 Record date for dividends**

Any resolution for the declaration or payment of 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 same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any such shares.

## **112113 No interest on dividends**

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

#### **413.114 Retention of dividends**

**413.114.1** The Directors may retain, or deduct from, any dividend or other moneys payable on or in respect of a share on which the Company has a lien all such sums as may be due in respect of that share to the company on account of calls or otherwise in relation to the shares of the Company and may apply the same in or towards satisfaction of the moneys payable to the Company in respect of that share.

**413.2114.2** The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.

**413.3114.3** Unless the Directors otherwise determine, the payment of any dividend or other money that would otherwise be payable in respect of shares will be withheld, and the Company shall have no obligation to pay interest on it, if such shares represent at least 0.25 per cent. of the nominal value of the issued share capital of their class and the holder, or any other person appearing to be interested in those shares, has been issued with a notice under Section 793 of the Companies Act 2006 and has failed to supply the information required by such notice within 14 days. Furthermore such a holder shall not be entitled to elect to receive shares instead of a dividend.

#### **414.115 Unclaimed dividend**

All dividends, interest or other sum payable and unclaimed for 12 months after having become payable may be invested or otherwise used by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. Any dividend unclaimed after a period of 12 years from the date on which such dividend was declared or became due for payment shall (if the Directors so resolve) be forfeited and shall revert to the Company.

#### **415.116 Waiver of dividend**

The waiver in whole or in part of any dividend on any share shall be effective only if such waiver is in writing (whether or not executed as a deed) signed (or authenticated in accordance with Article 125) by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

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

#### **416.117 Capitalisation of profits and reserves**

**416.117.1** The Directors may, with the sanction of an Ordinary Resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including any share premium account, capital redemption reserve or other undistributable reserve) or any sum standing to the credit of profit and loss account.

**416.2117.2** Such capitalisation shall be effected by appropriating such sum to the holders of Ordinary Shares on the Register at the close of business on the date of the resolution (or

such other date as may be specified therein or determined as therein provided) in proportion to their then holdings of Ordinary Shares and applying such sum on their behalf in paying up in full ~~unissued-new~~ Ordinary Shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, ~~unissued-new~~ shares of any other class) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid.

~~116.3~~**117.3** The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

## Scrip Dividends

### ~~117~~**118** Scrip dividends

~~117.1~~**118.1** Subject as hereinafter provided, the Directors may offer to ordinary shareholders the right to receive, in lieu of dividend (or some part thereof to be determined by the Directors), an allotment of new Ordinary Shares credited as fully paid.

~~117.2~~**118.2** The Directors shall not make such an offer unless so authorised by an Ordinary Resolution passed at any General Meeting, which authority may extend to dividends declared or paid prior to the fifth Annual General Meeting of the Company occurring thereafter, but no further, ~~provided that this Article 118 shall, without the need for any further Ordinary Resolution, authorise the Directors to offer rights of election in respect of any dividend declared or proposed after the date of the adoption of these Articles and at or prior to the Annual General Meeting in the year 2011.~~

~~117.3~~**118.3** The Directors may either offer such rights of election in respect of the next dividend (or part thereof) proposed to be paid; or may offer such rights of election in respect of that dividend and all subsequent dividends, until such time as the election is revoked; or may allow shareholders to make an election in either form.

~~117.4~~**118.4** The basis of allotment on each occasion shall be determined by the Directors so that, as nearly as may be considered convenient, the value of the Ordinary Shares to be allotted in lieu of any amount of dividend shall equal such amount. For such purpose the value of an Ordinary Share shall be the average of the middle market quotations of an Ordinary Share on the London Stock Exchange, as derived from the Daily Official List, on each of the first five business days on which the Ordinary Shares are quoted "ex" the relevant dividend.

~~117.5~~**118.5** If the Directors determine to offer such right of election on any occasion they shall give notice in writing to the ordinary shareholders of such right and shall issue forms of election and shall specify the procedures to be followed in order to exercise such right provided that they need not give such notice to a shareholder who has previously made, and has not revoked, an earlier election to receive Ordinary Shares in lieu of all future dividends, but instead shall send him a reminder that he has made such an election,

indicating how that election may be revoked in time for the next dividend proposed to be paid.

**118.6** On each occasion the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on Ordinary Shares in respect whereof the share election has been duly exercised and has not been revoked (the “**elected Ordinary Shares**”), and in lieu thereof additional shares (but not any fraction of a share) shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the Directors shall capitalise, out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or profit and loss account as the Directors may determine, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on that occasion on such basis and shall apply the same in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to and amongst the holders of the elected Ordinary Shares on such basis.

**118.7** The additional Ordinary Shares so allotted on any occasion shall rank *pari passu* in all respects with the fully-paid Ordinary Shares then in issue save only as regards participation in the relevant dividend.

**118.8** Article 117 shall apply (*mutatis mutandis*) to any capitalisation made pursuant to this Article 118.

**118.9** No fraction of an Ordinary Share shall be allotted. The Directors may make such provision as they think fit for any fractional entitlements including, without limitation, provision whereby, in whole or in part, the benefit thereof accrues to the Company and/or fractional entitlements are accrued and/or retained and in either case accumulated on behalf of any ordinary shareholder.

**118.10** The Directors may on any occasion determine that rights of election shall not be made available to any ordinary shareholders with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of rights of election would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

**118.11** In relation to any particular proposed dividend the Directors may in their absolute discretion decide (i) that shareholders shall not be entitled to make any election in respect thereof and that any election previously made shall not extend to such dividend or (ii) at any time prior to the allotment of the Ordinary Shares which would otherwise be allotted in lieu thereof, that all elections to take shares in lieu of such dividend shall be treated as not applying to that dividend, and if so the dividend shall be paid in cash as if no elections had been made in respect of it.

## Accounts

### **119** Accounting records

Accounting records sufficient to show and explain the Company’s transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Directors think fit, and shall always be open to inspection by the officers of the Company. Subject as aforesaid no member of the Company or other person shall have any right of

inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.

## Communication with Members

### **119.120** Service of notices etc.

**119.120.1** The Company may, subject to and in accordance with the Companies Act 2006 and these Articles, send all types of notices, documents or information to members by electronic means, including by making such notices, documents or information available on a website.

**119.120.2** The Company Communications Provisions have effect for the purposes of any provision of the Companies Acts or these Articles that authorises or requires notices, documents or information to be sent or supplied by or to the Company.

**119.120.3** Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form or in electronic form but to be delivered other than by electronic means and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of 24 hours (or, where second class mail is employed, 48 hours) after the time it was posted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted.

**119.120.4** Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient 24 hours after the time it was sent, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed.

**119.120.5** Any notice, document or information which is sent or supplied by the Company by means of a website shall be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

**119.120.6** The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

**119.120.7** The provisions of this Article 120 shall have effect, subject to any mandatory provision of the Statutes, in place of the Company Communications Provisions relating to deemed delivery of documents or information.

### **120.121** Joint holders

**120.121.1** Anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the Register in respect of the share.

**120.121.2** Any notice, document or information which is authorised or required to be sent or supplied to joint holders of a share may be sent or supplied to the joint holder whose name stands first in the Register in respect of the share, to the exclusion of the other joint holders. For such purpose, a joint holder having no registered address in the United Kingdom and

not having supplied an address within the United Kingdom for the service of notices may be disregarded.

~~120.3~~**121.3** The provisions of this Article 121 shall have effect, subject to any mandatory provision of the Statutes, in place of the Company Communications Provisions regarding joint holders of shares.

### ~~121.1~~**122** **Deceased and bankrupt members**

~~121.1~~**122.1** A person who claims to be entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law shall supply to the Company:

- (a) such evidence as the Directors may reasonably require to show his title to the share; and
- (b) an address within the United Kingdom for the service of notices,

whereupon such he shall be entitled to have served upon or delivered to him at such address any notice or document or information to which the said member would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice, document or information on all persons interested (whether jointly with or as claiming through or under him) in the share.

~~121.2~~**122.2** Save as provided by Article 122.1, any notice, document or information delivered or sent by post to or left at the address of any member pursuant to these Articles shall, notwithstanding that such member be then dead or bankrupt or in liquidation, and whether or not the Company has notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or first-named joint holder.

~~121.3~~**122.3** The provisions of this Article 122 shall have effect, subject to any mandatory provision of the Statutes, in place of the Company Communications Provisions regarding the death or bankruptcy of a holder of shares in the Company.

### ~~122~~**123** **Overseas members**

Subject to the Statutes, the Company shall not be required to send notice of any General Meeting, documents or information to a member who (having no registered address within the United Kingdom) has not supplied to the Company a postal address within the United Kingdom for the service of notices. The Directors may, in their absolute discretion, serve notices to such a member at their registered address outside the United Kingdom.

### ~~123~~**124** **Suspension of postal services**

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a shareholders' meeting by notices sent through the post, such meeting may be convened by a notice advertised in at least one national newspaper and such notice shall be deemed to have been duly served on all members entitled to receive such notice in hard copy form on the day when the advertisement appears (or first appears). In any such case, the Company shall send confirmatory copies of the notice by post to such members if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

#### **124125 Signature or authentication of documents sent by electronic means**

Where these Articles require a document to be signed or authenticated by a member or other person then any document sent by electronic means must be authenticated by confirmation of the identity of the sender. Such confirmation may be provided by incorporation of the electronic signature or personal identification details (which may be details previously allocated by the Company) of that member or other person, in such form as the Directors may approve, or be accompanied by such other evidence as the Directors may require to satisfy themselves that the document is genuine. Alternatively, the Company may accept as sufficient authentication of a document a statement of the identity of the sender which the Company has no reason to suspect is untrue. The Company may designate mechanisms for validating any such document, and any such document not so validated by use of such mechanisms shall be deemed not to have been received by the Company.

#### **125126 Statutory provisions as to notices**

Nothing in any of the preceding six Articles shall affect any provision of the Statutes that requires or permits any particular notice or document or information to be sent or supplied in any particular manner.

### **Winding Up**

#### **126127 Directors' power to petition**

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

### **Destruction of Documents**

#### **127128 Destruction of documents**

Subject to compliance with the rules (as defined in the CREST Regulations) applicable to shares of the Company in uncertificated form, the Company shall be entitled to destroy all instruments of transfer or other documents which have been registered or on the basis of which registration was made at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company.

Provided always that:



- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article 128;
- (c) any document referred to above may, subject to the Statutes, be destroyed before the end of the relevant period so long as a copy of such document (whether made electronically, by microfilm, by digital imaging or by any other means) has been made and is retained until the end of the relevant period; and
- (d) references herein to the destruction of any document include references to the disposal thereof in any manner.

## Indemnity

### ~~128~~129 Indemnity

~~128.~~129.1 Subject to the provisions of, and so far as may be permitted by and consistent with, the Statutes and the rules made by the ~~FCAUK Listing Authority~~, every Director, alternate Director, Secretary or other officer of the Company shall be indemnified by the Company out of its own funds against (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company other than (i) any liability to the Company or any Associated Company and (ii) any liability of the kind referred to in Section 234(3) of the Companies Act 2006; and (b) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.

~~128.~~2129.2 Subject to the Companies Acts and rules made by the ~~FCAUK Listing Authority~~, the Company may indemnify a Director and former Director of the Company and any Associated Company of the Company if it is the trustee of an occupational pension scheme (within the meaning of Section 235(6) of the Companies Act 2006).

~~128.~~3129.3 Where a Director, Secretary or other officer is indemnified against any liability in accordance with this Article 129, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.

~~128.~~4129.4 In this Article 129, "**Associated Company**" shall have the meaning given thereto by Section 256 of the Companies Act 2006.

~~128.~~5129.5 Without prejudice to Articles 129.1 to 129.4 above, the Directors shall have power to purchase and maintain insurance for or for the benefit of (i) any person who is or was at any time a Director, alternate Director, Secretary or other officer of any Relevant Company (as defined in Article 129.6 below), or (ii) any person who is or was at any time a trustee of any pension fund or employees' share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by or attaching to him in respect of any act or omission in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or otherwise in relation to his duties, powers or offices

in relation to any Relevant Company, or any such pension fund or employees' share scheme (and all costs, charges, losses, expenses and liabilities incurred by him in relation thereto).

~~128.6~~**129.6** For the purpose of Article 129.5 above "**Relevant Company**" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.

~~128.7~~**129.7** Subject to the provisions of and so far as may be permitted by the Statutes and the rules made by the ~~FCAUK Listing Authority~~, the Company (i) may provide a Director, alternate Director, Secretary or other officer of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or in connection with any application under the provisions mentioned in Section 205(5) of the Companies Act 2006 and (ii) may do anything to enable a Director or officer to avoid incurring such expenditure, but so that the terms set out in Section 205(2) of the Companies Act 2006 shall apply to any such provision of funds or other things done under this Article 129.7.

~~128.8~~**129.8** Subject to the provisions of and so far as may be permitted by the Statutes and the rules made by the ~~FCAUK Listing Authority~~, the Company:

- (a) may provide a Director or officer of the Company with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company; and
- (b) may do anything to enable any such Director or officer to avoid incurring such expenditure.

## Table of Contents

	<b>Page</b>
Preliminary.....	1
1 Default Articles not to apply.....	1
2 Interpretation .....	1
Shares .....	4
3 Share Capital.....	4
4 Fractions arising on consolidation and subdivision.....	5
5 Reduction of capital.....	6
6 Rights attaching to shares on issue .....	6
7 Commissions on issue of shares .....	6
8 Only absolute interests recognised .....	6
Share Certificates .....	6
9 Issue of share certificates .....	6
10 Form of share certificate .....	6
11 Joint holders.....	7
12 Replacement of share certificates.....	7
13 Uncertificated shares .....	7
14 Share warrants .....	8
Calls on Shares .....	9
15 Power to make calls .....	9
16 Liability for calls .....	9
17 Interest on overdue amounts .....	9
18 Other sums due on shares.....	9

19	Power to differentiate between holders.....	9
20	Payment of calls in advance .....	10
	Forfeiture and Lien .....	10
21	Notice on failure to pay a call.....	10
22	Forfeiture for non-compliance .....	10
23	Disposal of forfeited shares.....	10
24	Holder to remain liable despite forfeiture .....	10
25	Lien on partly-paid shares.....	11
26	Sale of shares subject to lien .....	11
27	Proceeds of sale of shares subject to lien .....	11
28	Evidence of forfeiture .....	11
	Variation of Rights .....	12
29	Manner of variation of rights.....	12
30	Matters not constituting variation of rights .....	12
	Transfer of Shares .....	12
31	Form of transfer.....	12
32	Balance certificate .....	13
33	Right to refuse registration.....	13
34	No fee on registration.....	14
35	Branch register .....	14
	Transmission of Shares .....	14
36	Persons entitled to shares on death .....	14
37	Election by persons entitled by transmission .....	14
38	Rights of persons entitled by transmission .....	14
39	Prior notices binding.....	14

Untraced Shareholders .....	15
40 Untraced shareholders .....	15
Borrowing Powers .....	15
41 Borrowing powers .....	15
General Meetings .....	16
42 Annual and Extraordinary General Meetings .....	16
43 Convening of General Meetings .....	16
44 Postponement or cancellation of General Meetings .....	16
Notice of General Meetings .....	16
45 Notice of General Meetings .....	16
Proceedings at General Meetings .....	17
46 Chairman .....	17
47 Quorum .....	17
48 Lack of quorum .....	17
49 Adjournment .....	17
50 Notice of adjourned meeting .....	18
51 Amendments to resolutions .....	18
52 Security arrangements and orderly conduct .....	18
53 Satellite meeting places .....	18
54 Combined physical and electronic General Meetings .....	19
55 Attendance at and participation in General Meetings .....	19
Polls .....	20
56 Demand for poll .....	20
57 Procedure on a poll .....	21
58 Voting on a poll .....	21

59	Timing of poll .....	21
	Votes of Members.....	21
60	Votes attaching to shares.....	21
61	Votes of joint holders.....	22
62	Restriction on voting in particular circumstances.....	22
63	Validity and result of vote .....	24
	Proxies and Corporate Representatives .....	24
64	Appointment of proxies .....	24
65	Form of proxy.....	24
66	Deposit of form of proxy.....	25
67	Rights of proxy .....	25
68	Termination of proxy's authority .....	25
69	Corporations acting by representatives .....	26
	Directors .....	26
70	Number of Directors .....	26
71	Share qualification.....	26
72	Directors' fees .....	26
73	Other remuneration of Directors .....	27
74	Directors' expenses.....	27
75	Directors' pensions and other benefits.....	27
76	Appointment of executive Directors .....	27
77	Powers of executive Directors .....	28
	Appointment and Retirement of Directors .....	28
78	Age limit.....	28
79	Retirement at Annual General Meetings .....	28

80	Re-election of retiring Director .....	28
81	Election or appointment of additional Director .....	29
82	Vacation of office .....	29
83	Removal of Director .....	29
	Meetings and Proceedings of Directors .....	30
84	Convening of meetings of Directors .....	30
85	Quorum .....	30
86	Chairman .....	30
87	Casting vote .....	30
88	Number of Directors below minimum .....	31
89	Directors' written resolutions .....	31
90	Validity of proceedings .....	31
	Directors' Interests .....	31
91	Directors' interests - general .....	35
	Committees of the Directors .....	36
92	Appointment and constitution of committees .....	36
93	Proceedings of committee meetings .....	36
	Powers of Directors .....	36
94	General powers .....	36
95	Provision for employees on cessation or transfer of business .....	37
96	Local boards .....	37
97	Appointment of attorney .....	37
98	President .....	37
99	Bank mandates .....	37
100	Borrowing powers .....	38

Alternate Directors .....	38
101 Alternate Directors .....	38
Secretary .....	39
102 Secretary .....	39
The Seal .....	39
103 The Seal .....	39
Authentication of Documents .....	39
104 Authentication of documents .....	39
Dividends .....	40
105 Final dividends .....	40
106 Fixed and interim dividends .....	40
107 Distribution <i>in specie</i> .....	40
108 No dividend except out of profits .....	40
109 Ranking of shares for dividend .....	40
110 Manner of payment of dividends .....	41
111 Joint holders .....	41
112 Record date for dividends .....	41
113 No interest on dividends .....	41
114 Retention of dividends .....	42
115 Unclaimed dividend .....	42
116 Waiver of dividend .....	42
Capitalisation of Profits and Reserves .....	42
117 Capitalisation of profits and reserves .....	42
Scrip Dividends .....	43
118 Scrip dividends .....	43



Accounts .....	44
119 Accounting records .....	44
Communication with Members .....	45
120 Service of notices etc. ....	45
121 Joint holders .....	45
122 Deceased and bankrupt members .....	46
123 Overseas members .....	46
124 Suspension of postal services .....	46
125 Signature or authentication of documents sent by electronic means .....	47
126 Statutory provisions as to notices .....	47
Winding Up .....	47
127 Directors' power to petition .....	47
Destruction of Documents .....	47
128 Destruction of documents .....	47
Indemnity .....	48
129 Indemnity .....	48
Preliminary .....	1
1— Default Articles not to apply .....	1
2— Interpretation .....	1
Share Capital .....	4
3— Amount of share capital .....	4
4— Increase of share capital .....	5
5— Consolidation, subdivision and cancellation .....	5
6— Fractions arising on consolidation and subdivision .....	5
7— Purchase of own shares .....	6

8	Reduction of capital .....	7
	Shares .....	7
9	Rights attaching to shares on issue .....	7
10	Commissions on issue of shares .....	8
11	Only absolute interests recognised .....	9
	Share Certificates .....	9
12	Issue of share certificates .....	9
13	Form of share certificate .....	9
14	Joint holders .....	9
15	Replacement of share certificates .....	9
16	Uncertificated shares .....	10
17	Share warrants .....	11
	Calls on Shares .....	11
18	Power to make calls .....	11
19	Liability for calls .....	12
20	Interest on overdue amounts .....	12
21	Other sums due on shares .....	12
22	Power to differentiate between holders .....	12
23	Payment of calls in advance .....	12
	Forfeiture and Lien .....	12
24	Notice on failure to pay a call .....	12
25	Forfeiture for non-compliance .....	13
26	Disposal of forfeited shares .....	13
27	Holder to remain liable despite forfeiture .....	13
28	Lien on partly-paid shares .....	13

29	— Sale of shares subject to lien .....	13
30	— Proceeds of sale of shares subject to lien .....	14
31	— Evidence of forfeiture .....	14
	Variation of Rights .....	14
32	— Manner of variation of rights .....	14
33	— Matters not constituting variation of rights .....	15
	Transfer of Shares .....	15
34	— Form of transfer .....	15
35	— Balance certificate .....	15
36	— Right to refuse registration .....	15
37	— No fee on registration .....	16
38	— Branch register .....	16
	Transmission of Shares .....	17
39	— Persons entitled to shares on death .....	17
40	— Election by persons entitled by transmission .....	17
41	— Rights of persons entitled by transmission .....	17
42	— Prior notices binding .....	18
	Untraced Shareholders .....	18
43	— Untraced shareholders .....	18
	Borrowing Powers .....	18
44	— Borrowing powers .....	18
	General Meetings .....	19
45	— Annual and Extraordinary General Meetings .....	19
46	— Convening of General Meetings .....	19
	Notice of General Meetings .....	19

47	Notice of General Meetings.....	19
	Proceedings at General Meetings.....	20
48	Chairman.....	20
49	Quorum.....	20
50	Lack of quorum.....	20
51	Adjournment.....	21
52	Notice of adjourned meeting.....	21
53	Amendments to resolutions.....	21
54	Security arrangements and orderly conduct.....	21
55	Satellite meeting places.....	22
	Polls.....	23
56	Demand for poll.....	23
57	Procedure on a poll.....	23
58	Voting on a poll.....	24
59	Timing of poll.....	24
	Votes of Members.....	24
60	Votes attaching to shares.....	24
61	Votes of joint holders.....	24
62	Restriction on voting in particular circumstances.....	25
63	Validity and result of vote.....	27
	Proxies and Corporate Representatives.....	27
64	Appointment of proxies.....	27
65	Form of proxy.....	27
66	Deposit of form of proxy.....	28
67	Rights of proxy.....	28

68	Termination of proxy's authority .....	29
69	Corporations acting by representatives .....	29
	Directors .....	29
70	Number of Directors .....	29
71	Share qualification .....	29
72	Directors' fees .....	30
73	Other remuneration of Directors .....	30
74	Directors' expenses .....	30
75	Directors' pensions and other benefits .....	30
76	Appointment of executive Directors .....	30
77	Powers of executive Directors .....	31
	Appointment and Retirement of Directors .....	31
78	Age limit .....	31
79	Retirement at Annual General Meetings .....	31
80	Re-election of retiring Director .....	31
81	Election or appointment of additional Director .....	32
82	Vacation of office .....	32
83	Removal of Director .....	33
	Meetings and Proceedings of Directors .....	33
84	Convening of meetings of Directors .....	33
85	Quorum .....	34
86	Chairman .....	34
87	Casting vote .....	34
88	Number of Directors below minimum .....	34
89	Directors' written resolutions .....	34

90	Validity of proceedings .....	35
	Directors' Interests .....	35
91	Directors' interests – general .....	39
	Committees of the Directors .....	39
92	Appointment and constitution of committees .....	39
93	Proceedings of committee meetings .....	40
	Powers of Directors .....	40
94	General powers .....	40
95	Provision for employees on cessation or transfer of business .....	40
96	Local boards .....	40
97	Appointment of attorney .....	41
98	President .....	41
99	Bank mandates .....	41
100	Borrowing powers .....	41
	Alternate Directors .....	41
101	Alternate Directors .....	41
	Secretary .....	42
102	Secretary .....	42
	The Seal .....	42
103	The Seal .....	42
	Authentication of Documents .....	43
104	Authentication of documents .....	43
	Dividends .....	44
105	Final dividends .....	44
106	Fixed and interim dividends .....	44

107	Distribution <i>in specie</i> .....	44
108	No dividend except out of profits .....	44
109	Ranking of shares for dividend .....	44
110	Manner of payment of dividends .....	45
111	Joint holders .....	45
112	Record date for dividends .....	45
113	No interest on dividends .....	46
114	Retention of dividends .....	46
115	Unclaimed dividend .....	46
116	Waiver of dividend .....	46
	Capitalisation of Profits and Reserves .....	46
117	Capitalisation of profits and reserves .....	46
	Scrip Dividends .....	47
118	Scrip dividends .....	47
	Accounts .....	49
119	Accounting records .....	49
	Communication with Members .....	50
120	Service of notices etc. ....	50
121	Joint holders .....	50
122	Deceased and bankrupt members .....	51
123	Overseas members .....	51
124	Suspension of postal services .....	51
125	Signature or authentication of documents sent by electronic means .....	52
126	Statutory provisions as to notices .....	52
	Winding Up .....	52

127—Directors' power to petition.....	52
Destruction of Documents.....	53
128—Destruction of documents.....	53
Indemnity.....	53
129—Indemnity.....	53