

GRAINGER PLC

ARTICLES OF ASSOCIATION



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securities;

uncertificated	in relation to a share, means that it is not an uncertificated share or a share in respect of which a share warrant has been issued and is current;
clear days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Companies Acts	the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute or regulation for the time being in force concerning companies and in each case insofar as they affect the Company including, for the avoidance of doubt, the Uncertificated Securities Regulations;
Depository	a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the Directors whereby such custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests;
Director	a director for the time being of the Company;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
executed	includes any mode of execution;
general meeting	includes any general meeting held as the Company's annual general meeting in accordance with section 336 of the Act;
holder	in relation to shares, the person whose name is entered in the Register as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;
Instrument	a document in hard copy form;
London Stock Exchange	London Stock Exchange plc;
month	calendar month;

Office	the registered office of the Company for the time being or, in the case of sending or supplying documents or information by electronic means, the address specified by the Board for the purpose of receiving documents or information by electronic means;
Ordinary resolution	has the meaning given in section 282 of the Act;
paid	paid or credited as paid;
properly authenticated dematerialised instruction	has the meaning given in the Uncertificated Securities Regulations;
Recognised Person	a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange who is designated as mentioned in section 778 of the Act;
Register	the register of members of the Company;
relevant system	has the same meaning as in the Uncertificated Securities Regulations;
Seal	the common seal of the Company;
Secretary	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
Securities Seal	an official seal kept by the Company for use for sealing securities issued by the Company and for sealing documents creating or evidencing such securities;
special resolution	has the meaning given in section 283 of the Act;
subsidiary	has the meaning given to such term in section 1159 of the Act;
subsidiary undertaking	has the meaning given to such term in section 1162 of the Act;
UK Listing Authority	The Financial Services Authority in its capacity as competent authority for official listing under Part VI of the Financial Services and Markets Act 2000;
Uncertificated Proxy Instruction	has the meaning set out in Article 15.13;
Uncertificated Securities Regulations	the Uncertificated Securities Regulations 2001 including any substitution, modification or re-enactment of those Regulations for the time being in

force;

“United Kingdom” Great Britain and Northern Ireland; and

“year” calendar year;

- 1.2.2 any gender includes any other gender;
- 1.2.3 the singular includes the plural number and vice versa;
- 1.2.4 words or expressions contained in the Articles, if not defined in the Articles, bear the same meaning as in the Act as in force on the date when the Articles become binding on the Company;
- 1.2.5 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2.6 references to “documents” includes references to notices and/or consents;
- 1.2.7 references to “in writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;
- 1.2.8 a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the Articles; and
- 1.2.9 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. **LIABILITY OF MEMBERS**

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

3. **SHARES**

- 3.1 Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, the Company may issue shares with such preferred, deferred, or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Directors may determine) and subject to the provisions of the Companies Acts the Company may issue any shares which are, or at the option of the Company or the holder are liable, to be redeemed.
- 3.2 Subject to the provisions of the Companies Acts relating to authority, pre-emption rights and otherwise and subject to any resolution of the Company in general meeting duly passed. All shares shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.
- 3.3 The Company may pay any person a commission in consideration for that person subscribing or agreeing to subscribe for securities or procuring or agreeing to procure

subscriptions for securities. Subject to the provisions of the Companies Acts, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or other securities or partly in one way and partly in the other and in respect of a conditional or absolute subscription. The Company may also on any issue of shares pay such brokerage as may be lawful.

- 3.4 The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of it by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.
- 3.5 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by the Articles or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety of it in the holder.
- 3.6 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may (subject to the provisions of the Companies Acts and unless otherwise provided by those rights) be varied or abrogated either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate general meeting all the provisions of the Articles relating to general meetings of the Company (including as to notice) and to the proceedings at them shall *mutatis mutandis* apply, except that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but that at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him. The foregoing provisions of this Article 3.6 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 of which are to be varied.
- 3.7 The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by their terms of issue, be deemed to be varied by 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* with them but in no respect in priority to them. The special rights attached to the ordinary shares shall be deemed not to be varied by the creation or issue of any further shares ranking in priority to them.
- 3.8 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may, on behalf of those members or, if the net proceeds in respect of any holding do not exceed £2.50, on behalf of the Company, sell the shares representing the fractions for the best price reasonably obtainable to any person (including the Company) and distribute the net proceeds of sale in due proportion among those members or the Company, as the case may be, and the Directors may, in the case of shares in certificated form, authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser; and in the case of shares in uncertificated form, the Directors may take such other steps

(including the giving of directions to or on behalf of the holder who shall be bound by them) as they think fit to effect the transfer. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings in reference to the sale.

4. **SHARE CERTIFICATES**

- 4.1 Every share certificate shall be executed by the Company in such manner as the Directors may decide (which may involve the use of the seal) (or a 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. No certificate shall normally be issued in respect of shares held by a Recognised Person.
- 4.2 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 and delivery of a certificate to one of joint holders shall be sufficient delivery to all.
- 4.3 Any person (other than a Recognised Person in respect of whom the Company is not required by law to complete and have ready a certificate) whose name is entered in the Register in respect of any shares in certificated form of any one class upon the issue or transfer thereof shall be entitled without payment to a certificate therefor (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 fourteen days after lodgement of a transfer or (in the case of a transfer of partly-paid shares) within two months after lodgement of a transfer.
- 4.4 Where some only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge.
- 4.5 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and to the extent that the balance is to be held in certificated form a single new certificate representing all such shares issued in lieu without charge.
- 4.6 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.
- 4.7 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.
- 4.8 In the case of shares held jointly by several persons any such request may be made by any one or more of the joint holders.

5. UNCERTIFICATED SHARES

- 5.1 Without prejudice to any powers which the Company or the Directors may have to issue, allot, dispose of, convert, or otherwise deal with or make arrangements in relation to, shares and other securities in any form:-
- 5.1.1 the holding of shares and other securities in uncertificated form and the transfer of title to such shares and securities by means of a relevant system shall be permitted; and
 - 5.1.2 the Company may issue shares or other securities in uncertificated form and may convert shares or such securities from certificated form to uncertificated form and vice versa.
- 5.2 If and to the extent that any provision of the Articles is inconsistent with the holding, transfer, issue or conversion as is referred to in Article 5.1 or with any provision of the Uncertificated Securities Regulations, it shall not apply to any share or security in uncertificated form.
- 5.3 Subject to the Uncertificated Securities Regulations, the Directors can lay down regulations which:-
- 5.3.1 govern the issue, holding and transfer and, where appropriate, the mechanics of conversion and redemption of uncertificated shares and securities;
 - 5.3.2 govern the mechanics for payment involving a relevant system; and
 - 5.3.3 make any other provision which the Directors consider are necessary to ensure that these Articles are consistent with the Uncertificated Securities Regulations and with any rules or guidance of an operator of a relevant system.

If the Directors do make any such regulations, Article 5.2 will still apply to the Articles, read with those regulations.

6. CALLS ON SHARES

- 6.1 The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments.
- 6.2 Each member shall (subject to receiving at least 14 clear days' notice 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 revoked or postponed as the Directors may determine.
- 6.3 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 to the time of actual payment at such rate (not exceeding 15% 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.

- 6.4 Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of the Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of the 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.
- 6.5 The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 6.6 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.

7. FORFEITURE AND LIEN

- 7.1 If a member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment. The notice shall name a further day (not being less than seven clear days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance with it the shares on which the call has been made will be liable to be forfeited.
- 7.2 If the requirements of any such notice are not complied with, any share in respect of which such notice has been given may at any time 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.
- 7.3 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 disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, in the case of a share in certificated form, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid and in the case of a forfeited or surrendered share in uncertificated form, the Directors may take such steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer.
- 7.4 A person whose shares have been forfeited or surrendered shall cease to be a member in respect of such shares and shall, in the case of shares held in certificated form, surrender to the Company for cancellation the certificate(s) for such shares. Such person shall, notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the

Company in respect of such shares with interest thereon at 15% per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of such shares at the time of forfeiture or surrender or waive payment in whole or in part.

- 7.5 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. 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 7.5.
- 7.6 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 clear days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of its intention to sell in default shall have been given by the Company to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
- 7.7 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 debts or liabilities in respect whereof the lien exists so far as the same are then payable and any residue shall (subject to a like lien for debts or liabilities 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, in the case of shares in certificated form, authorise some person to transfer the shares sold to the purchaser and, in the case of a share in uncertificated form, the Directors may take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer.
- 7.8 A statutory declaration that the declarant is a Director or the Secretary of the Company 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 and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with, in the case of a share in certificated form, the share certificate delivered to a purchaser or allottee thereof shall (subject to, in the case of a share in certificated form, the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

8. TRANSFER OF SHARES

- 8.1 The transfer of a share in certificated form may be effected by transfer in writing in any usual or common form or in any other form which the Directors may approve and may be under hand only and shall be executed by or on behalf of the transferor and, unless the share is fully paid, 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 of them.

- 8.2 All transfers of shares which are in uncertificated form may, unless the Uncertificated Securities Regulations otherwise provide, be effected by means of a relevant system.
- 8.3 The Directors may in their discretion decline to recognise any transfer of a share in certificated form unless:-
- 8.3.1 the instrument of transfer of a share is in respect of only one class of share;
 - 8.3.2 is lodged (duly stamped if required) at the place where the Register is kept for the time being (or, in the case of sending or supplying documents or information by electronic means, the address specified by the Directors for the purpose of receiving documents or information by electronic means) accompanied by the relevant share certificate(s); and
 - 8.3.3 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 (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do).

Where any shares are admitted to the Official List maintained by the UK Listing Authority such discretion may not be exercised in such a way as to prevent dealings in the shares of the class in question from taking place on an open and property basis. In the case of a transfer by a Recognised Person 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.

- 8.4 The Directors may refuse to register a transfer of a share in uncertificated form in any case where the Company is entitled to refuse (or is exempted from the requirement) under the Uncertificated Securities Regulations to register the transfer.
- 8.5 If the Directors refuse to register a transfer they shall as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company (in the case of a share in certificated form) or the date on which the operator instruction was received by the Company (in the case of a share in uncertificated form) send to the transferee notice of the refusal giving reasons for the refusal.
- 8.6 All instruments of transfer which are registered may be retained by the Company.
- 8.7 No fee will be charged by the Company in respect of the registration of any allotment or transfer or any 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.

9. DESTRUCTION OF DOCUMENTS

- 9.1 Subject to compliance with the rules (as defined in the Uncertificated Securities Regulations) applicable to shares of the Company in uncertificated form, the Company shall be entitled to destroy:-
- 9.1.1 all instruments of transfer or other documents (whether in hard copy or electronic form) which have been registered or in respect of which an entry shall have been made on the Register at any time after the expiration of six years from the date of registration or entry; and
 - 9.1.2 all dividend mandates, variations or cancellations of dividend mandates and other written instructions as to the payment of dividends or interest and

notifications of change of address at any time after the expiration of two years from the date of recording thereof; and

- 9.1.3 all registered certificates for shares or debentures or representing any other form of security of the Company (being certificates for shares, debentures or other securities in the name of a transferor and in respect whereof the Company has registered a transfer) which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof.

9.2 It shall conclusively be presumed in favour of the Company that:-

- 9.2.1 every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed or deleted was duly and properly made;
- 9.2.2 every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- 9.2.3 every certificate so destroyed or deleted was a valid and effective certificate duly and properly cancelled; and
- 9.2.4 every other document so destroyed was a valid and effective document in accordance with the recorded particulars in the records of the Company.

9.3 However:-

- 9.3.1 Article 9.2 shall apply only to the destruction or deletion of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- 9.3.2 nothing in Article 9.2 shall be construed as imposing upon the Company any liability in respect of the destruction or deletion 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 9.2;
- 9.3.3 references in Article 9.2 to the destruction or deletion of any document include references to the disposal thereof in any manner; and
- 9.3.4 a document referred to in Articles 9.3.2 and 9.3.3 may subject to the Companies Act be destroyed or deleted at a date earlier than that authorised by Article 9.2 provided that 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.

10. TRANSMISSION OF SHARES

- 10.1 In case of the death of a member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where 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 10.1 shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.
- 10.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member 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 the 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 death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member.

- 10.3 Except as otherwise provided by the Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member (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 of it (except with the authority of the Directors) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share.

11. UNTRACED SHAREHOLDERS

- 11.1 The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission if and provided that:-
- 11.1.1 for a period of 12 years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member or to the person entitled by transmission to the share at his address on the Register or other last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission provided that in any such period of twelve years the Company has paid at least three dividends whether interim or final and no such dividend has been claimed; and
- 11.1.2 the Company has, at the expiration of the said period of twelve years, by advertisement in both a national newspaper published in the United Kingdom and in a newspaper circulating in the area in which the address referred to in Article 11.1.1 is located given notice of its intention to sell such share; and
- 11.1.3 the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the member or person entitled by transmission.
- 11.2 The Company shall also be entitled to sell, in the manner provided for in Article 11, any share (‘‘additional share’’) issued during the said period or periods of 12 years and three months in respect of any share to which Article 11.1 applies or in respect of any share issued during either of such periods, provided that the requirements of Articles 11.1.1 (but modified to exclude the words ‘‘for a period of 12 years’’ and modified to exclude the proviso), 11.1.2 (but modified to exclude the words ‘‘at the expiration of the said period of 12 years’’) and 11.1.3 are satisfied in respect of such additional share.
- 11.3 To give effect to any such sale the Company may, in the case of a share in certificated form, appoint any person to execute as transferor an instrument of transfer of such share and such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such share and in the case of a share in uncertificated form, the Company may take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as he

thinks fit to effect the transfer. The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all monies in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

12. DISCLOSURE OF INTERESTS

- 12.1 If a member or any other person whom the Company knows or has reasonable cause to believe to be interested in the Company's shares or to have been so interested at any time during the immediately preceding three years, has been given notice (a "statutory notice") under section 793 of the Act and has failed in relation to any shares (the "default shares") to give the Company the information thereby required within the period specified in the statutory notice, the Directors may by notice to that member direct that any one or more of the consequences set out in Article 12.3 shall apply. In order to enforce these consequences, the Directors can give notice to the relevant person requiring him to change default shares which are uncertificated shares to certificated shares by the time given in the notice. The notice can also say that the relevant person may not change any default shares which are certificated shares to uncertificated shares. If the person does not comply with the notice, the Directors can authorise any person to change any default shares which are uncertificated shares to certificated shares in the name and on behalf of the relevant person.
- 12.2 These consequences will not take effect earlier than 14 days after service of the statutory notice.
- 12.3 The consequences that may be applied are as follows:-
- 12.3.1 where the default shares are less than 0.25% of the shares of a particular class of the Company, the member in relation to those default shares shall be prohibited from attending meetings of the Company and no voting rights shall be exercisable in respect of the default shares;
- 12.3.2 where the default shares are of 0.25% or more of the shares of a particular class of the Company:-
- (a) the member shall be prohibited from attending meetings of the Company and no voting rights shall be exercisable in respect of the default shares;
 - (b) dividend payments and shares issued in lieu of dividend on the default shares may be withheld and the Company shall not have any obligation to pay interest on such dividend and the member shall not be entitled to elect to receive shares instead of dividend; and/or
 - (c) any transfer of the default shares shall be void and shall not be registered unless that transfer is an approved transfer.
- 12.4 Where the consequences under Article 12.3 apply in relation to any shares, they shall cease to have effect seven days after the earlier of the following:-
- 12.4.1 if those shares are transferred by means of an approved transfer; or

- 12.4.2 when the Directors are satisfied that the information required by the statutory notice mentioned in Article 12.1 has been received in hard copy form by the Company; or
- 12.4.3 if and to the extent that the Board so determines.
- 12.5 For the purposes of this Article 12:-
- 12.5.1 references to persons interested in shares and to interests in shares shall be construed as they are for the purpose of section 793 of the Act;
- 12.5.2 reference to a person having failed to give the Company the information required by a notice, or being in default as regards supplying such information, includes reference to his having:-
- (a) failed to comply with a notice in whole or in part; and
 - (b) made a statement which he knows to be false in a material particular or having recklessly made a statement which is false in a material particular;
- 12.5.3 an "approved transfer" means, in relation to any shares:-
- (a) a transfer of shares to an offeror by way of acceptance of a takeover offer for the Company (within the meaning of section 974 of the Act); or
 - (b) a transfer in consequence of a sale made through a recognised investment exchange or an overseas exchange on which the Company's shares are normally traded; or
 - (c) a transfer which is shown to the satisfaction of the Directors to be made in consequence of a genuine outright sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares;
- 12.5.4 the expression "default shares" shall include any further shares issued in right of any default shares. The Directors can also make restrictions in the notice apply to any right to an allotment of further shares associated with the default shares.
- 12.6 Where, on the basis of information obtained from a member in respect of any shares of the Company, the Company gives a notice under section 793 of the Act to any other person, it shall at the same time send a copy of the notice to the member, but the accidental omission to do so, or the non-receipt by that member of the copy, shall not invalidate or otherwise affect the application of Article 12.1.
- 12.7 Where any person appearing to be interested in any shares has been served with a statutory notice and such shares which are the subject of such notice are held by a Depositary the provisions of this Article 12 shall be treated as applying only to such default shares held by the Depositary and not (in the absence of any other reason why they should be so treated) to any other shares held by the Depositary.
- 12.8 Where the member on which a statutory notice is served as a Depositary acting in its capacity as such the obligations of the Depositary as a member of the Company shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it as has been recorded by it pursuant to the

arrangements entered into by the Company or approved by the Board pursuant to which it was appointed as a Depositary or otherwise.

12.9 Neither the Company nor any of its directors shall be liable to any person as a result of the Board, acting in good faith, having imposed the consequences set out in this Article 12 or failed to determine that any or all of such consequences shall cease to apply.

12.10 This Article 12 does not restrict in any way the provisions of the Act which apply to failures to comply with notices under section 793 of the Act.

12.11 The provisions of this Article 12 are without prejudice to Article 3.5.

13. **GENERAL MEETINGS**

13.1 The Directors may call general meetings whenever they think fit and, on the requisition of members pursuant to the provisions of the Act, shall immediately proceed to convene a general meeting in accordance with the provisions of the Act.

13.2 In the case of any general meeting at which business other than ordinary business is to be transacted, the notice shall specify the general nature of such business.

13.3 Ordinary business shall mean and include only business transacted at an annual general meeting of the following classes, that is to say:-

13.3.1 declaring dividends;

13.3.2 receiving and/or adopting the accounts, the reports of the Directors and auditors, the directors' remuneration report and other documents required to be attached or annexed to the accounts;

13.3.3 appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;

13.3.4 re-appointing the retiring auditors (unless they were last appointed otherwise than by the Company in general meeting);

13.3.5 fixing the remuneration of the auditors or determining the manner in which such remuneration is to be fixed.

13.4 Subject to the provisions of the Articles and to any restrictions imposed on any shares, a notice of general meeting shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and Auditors.

13.5 Subject to section 360B of the Act, the Company may determine that only those persons entered on the Register at the close of business on a day determined by the Company shall be entitled to receive such notice.

13.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that general meeting.

14. **PROCEEDINGS AT GENERAL MEETINGS**

14.1 No business other than the appointment of a Chairman shall be transacted at any general meeting unless a quorum is present. Three qualifying persons present at the general meeting and entitled to vote upon the business to be transacted shall be a quorum, where a "qualifying person" is any of the following:

14.1.1 an individual who is a member;

14.1.2 a person authorised to act as the representative of a corporation in relation to the meeting; and

14.1.3 a person appointed as a proxy of a member in relation to the meeting

unless each is a qualifying person only because he is authorised to act as the representative of a corporation in relation to the meeting and they are representatives of the same corporation or each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting and they are proxies of the same member.

14.2 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, the meeting (the "original meeting"), if convened upon the requisition of members, shall be dissolved and in any other case it shall stand adjourned to a date which is at least 10 days after the original meeting and, if at the adjourned meeting, a quorum is not present within 15 minutes from the time appointed for the meeting, any two members present in person or by proxy shall constitute a quorum. . If new business which was not covered in the notice of original meeting is to be dealt with at the adjourned meeting, then that adjourned meeting must be held on 21 days' notice unless the Company has passed a resolution (and that resolution is still in force) in accordance with section 307A of the Act allowing general meetings to be held on 14 days' notice, in which case that adjourned meeting must be held on 14 days' notice. If a general meeting is adjourned for a reason other than lack of quorum, the adjourned meeting may be called by notice shorter than the notice periods referred to in this article 14.2 in which case article 14.6 shall apply.

14.3 The Chairman of the Directors, failing whom the Deputy Chairman, shall preside as chairman of the meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and be willing to act, the Directors present shall elect one of their number to be chairman of the meeting and, if there is only one Director present and willing to act, he shall be chairman of the meeting.

14.4 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 Company shall be determined as between the Deputy Chairman present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors. If no Director is willing to act as chairman of the meeting, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman of the meeting.

14.5 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.

14.6 The chairman may, with the consent of a meeting at which a quorum is present (or if in his opinion it is not practicable to obtain such consent but it appears to him necessary in

order to facilitate the business of the meeting) and shall if so directed by the meeting, adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for thirty days or more or sine die or to some other place, not less than seven clear days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.

- 14.7 Except as expressly provided in the Articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 14.8 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 resolution in its original form 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 an amendment to correct a clerical or other manifest error) may in any event be considered or voted upon.
- 14.9 A resolution put to the vote of the meeting at any general meeting shall be decided on a show of hands unless before the resolution is put to a vote, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Companies Acts a poll may be demanded:-
- 14.9.1 by the chairman of the meeting; or
 - 14.9.2 by not less than three members present in person or by proxy having the right to vote at the meeting; or
 - 14.9.3 by a member or members 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
 - 14.9.4 by a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
- 14.10 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 14.11 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 14.12 A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting directs and he may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

14.13 The right to appoint scrutineers is in addition to any rights of members under section 342 of the Act to require an independent report on a poll.

14.14 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days from the date of the meeting at which the poll is demanded. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

15. **VOTES OF MEMBERS**

15.1 Subject to any special rights or restrictions as to voting attached by, or in accordance with, the Articles to any class of shares, on a show of hands. The number of votes each member has, whether voting in person or by proxy is as set out in sections 284 and 285 of the Act. On a poll demanded at a meeting of the Company, all or any of the voting rights of a member may be exercised by one or more duly appointed proxies.

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

15.3 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by a person authorised in that behalf by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with the Articles under Article 15.10, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable. In calculating the said period of 48 hours, no account shall be taken of any part of a day which is not a working day.

15.4 A member which is a corporation may authorise a person to exercise that member's power to vote in accordance with s323 of the Act.

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

15.6 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. A member may appoint more than one proxy to attend on the same occasion. A proxy need not be a member of the Company. A proxy appointed by more than one member (an "appointing member") is not restricted by instructions received from any one

appointing member from casting a second or further vote in different ways under any discretionary authority given by other appointing members if the proxy chooses so to do.

- 15.7 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered, and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 15.8 The Company is under no obligation to check whether proxies or corporate representatives of members vote in accordance with instructions given by their appointing members and any such vote shall not be invalidated if such instructions are not followed.
- 15.9 An appointment of proxy shall:-
- 15.9.1 be in writing and, if the Board in its absolute discretion determines, may be contained in electronic form, in any such case in any common form or in such other form as the Board may approve and:-
- (a) if in hard copy form, under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, under its common seal or under the hand of some officer or attorney duly authorised in that behalf; or
- (b) in the case of an appointment contained in electronic form, submitted by or on behalf of the appointor, subject to such terms and conditions and authenticated in such manner as the Board may in its absolute discretion determine;
- 15.9.2 be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit and to speak at the meeting; and
- 15.9.3 unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
- 15.10 The Directors may require a member to provide the Company with reasonable evidence of the identity of the member or of the proxy appointed by such member. In addition, the appointment of a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Directors, together with any supporting documentation as evidence of identity may:-
- 15.10.1 in the case of an instrument in writing (including, whether or not the appointment of proxy is contained in electronic form, any such power of attorney or other authority) be deposited at the Office or at such other place or places and in such location or locations as is or are specified in the notice convening the meeting or in any appointment of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 15.10.2 in the case of an appointment contained in electronic form, where an address has been specified for the purpose of receiving communications:-

- (a) in the notice convening the meeting; or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting; or
- (c) in any invitation contained in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

15.10.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

15.10.4 where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to any Director, the Secretary or some person authorised for the purpose by the Secretary

and an appointment of proxy not deposited, delivered or received in a manner so permitted shall be invalid. No appointment of proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution or the date of its submission, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date.

15.11 The Directors may determine that, in calculating the periods mentioned in Article 15.10 no account shall be taken of any part of any day which is not a working day (within the meaning of section 1173 of the Act).

15.12 A member may appoint more than one proxy to attend on the same occasion. When two or more valid but differing appointments of proxy are delivered or received in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered or received (regardless of its date or of the date of its execution or submission) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share.

15.13 Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Directors may from time to time permit appointments of a proxy to be made by electronic form in the form of an Uncertificated Proxy Instruction (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system concerned)) and may in a similar manner permit supplements to or amendments or revocations of any such Uncertificated Proxy Instructions to be made by like means. The Directors may in addition prescribe the method for determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is

expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

15.14 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice in writing of the termination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of proxy was contained in electronic form, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

15.15 The Directors may at the expense of the Company send instruments of proxy to the members by post in hard copy form, in electronic form or otherwise (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the holders of any class of shares, either in blank or nominating in the alternative any one or more of the Directors or any other person. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the members entitled to be sent a notice of the meeting and to vote at it. The accidental omission to send such an instrument or give such an invitation to, or the non-receipt thereof by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.

15.16 From time to time the Directors may (consistently with the Act and these Articles) make such regulations and establish such procedures as they consider appropriate to receive and verify the appointment of a proxy or termination of a proxy appointment. Any such regulations may be general or specific to a particular meeting. Without limitation, any regulations may include provisions that the Directors (or some person or persons appointed by them) may conclusively determine any matter or dispute relating to:-

15.16.1 to the appointment or revocation or purported appointment or termination of a proxy appointment; and/or

15.16.2 to any instruction contained or allegedly contained in any such appointment or termination

and any such regulations may also include rebuttable or conclusive presumptions of any fact concerning those matters. The Directors may from time to time modify or revoke any such regulations as they fit, provided that no subsisting valid appointment of a proxy or termination of a proxy appointment or any voting instruction shall thereby be rendered invalid.

16. **NUMBER OF DIRECTORS**

Unless and until otherwise determined by ordinary resolution the number of Directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

17. **ALTERNATE DIRECTORS**

17.1 Any Director (other than an alternate director) may appoint by writing under his hand and deposited at the Office or delivered at a meeting of the Directors any other Director, or any other person approved by the Directors and willing to act, to be an alternate director and may in like manner remove from office an alternate director so appointed by him.

- 17.2 An alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate 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 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 17.2 shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate director shall not (except as aforesaid) have power to act as a Director.
- 17.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a Director; but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment. 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.
- 17.4 Any appointment or removal of an alternate director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 17.5 Except as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him. An alternate director shall be entitled to the same extent as if he were a Director to contract and be interested in any benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified.

18. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 18.1 At every annual general meeting one-third of the Directors or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office by rotation provided that, if there is only one Director who is subject to retirement by rotation, he shall retire.
- 18.2 Subject to the provisions of the Companies Acts the Directors to retire by rotation shall include (so far as is necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.
- 18.3 If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost or if the retiring Director has

given notice in writing to the Company that he is unwilling to be re-elected or where the default in filling the vacancy is due to the moving of a resolution in contravention of Article 18.5.

- 18.4 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.
- 18.5 A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void. For the purposes of this Article 18.5 a resolution for approving a person's appointment or for nominating a person for appointment as a Director shall be treated as a resolution for his appointment.
- 18.6 No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment or reappointment as a Director at any general meeting unless not less than seven nor more than 42 days (inclusive of the date on which the notice is given) before the date appointed for the meeting there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's Register of Directors, together with notice in writing signed by the person to be proposed of his willingness to be appointed or reappointed.
- 18.7 Subject as aforesaid the Company may by ordinary resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. Without prejudice thereto the Directors shall have power at any time so to do, but so that the total number of Directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with the Articles. Any person so appointed by the Directors shall hold office only until the next annual general meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.
- 18.8 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 general meetings.
- 18.9 Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

19. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 19.1 The office of a Director shall be vacated if:-

19.1.1 he ceases to be a Director by virtue of any provision of the Companies Acts or he otherwise becomes prohibited by law from being a director; or

- 19.1.2 he becomes bankrupt or has a bankruptcy order made against him or makes any arrangement or composition with his creditors generally or becomes subject to a bankruptcy restriction order or undertaking; or
 - 19.1.3 a registered medical practitioner who is treating that Director gives a written opinion to the Company stating that the Director has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
 - 19.1.4 by reason of that Director's mental health, an order is made which wholly or partly prevents him from personally exercising any powers or rights which that Director might otherwise have; or
 - 19.1.5 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated;
 - 19.1.6 he resigns his office by notice in writing to the Company or he offers in writing to resign and the Directors resolve to accept such offer; or
 - 19.1.7 being a Managing Director or a Director holding an executive office, he is dismissed from such office; or
 - 19.1.8 he is requested in writing by all the other Directors to resign.
- 19.2 Without prejudice to the provisions of sections 168 and 169 of the Companies Act 2006, the Company may by ordinary resolution of which special notice has been given in accordance with that Act remove from office any Director notwithstanding anything in the Articles or in any agreement between the Company and such Director and without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company and appoint another person in place of a Director so removed from office and any person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

20. REMUNERATION OF DIRECTORS

- 20.1 The Directors shall be entitled to such remuneration as the Company may by ordinary resolution from time to time determine and such remuneration shall be divisible among the Directors as they may agree, or, failing agreement, equally except that, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day. Notwithstanding the above, fees payable to Directors who are non-executive directors shall be subject to a cap of £450,000 per annum.
- 20.2 Any Director who holds any 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, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors or any committee of the Directors may determine.

21. DIRECTORS' EXPENSES

The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

22. DIRECTORS' APPOINTMENTS

- 22.1 Subject to the provisions of the Companies Acts the Directors may appoint one or more of their number to the office of Managing Director or to any other executive office under the Company, may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director and may permit any person appointed to be a Director to continue in any other office or employment held by him in the Company before he was so appointed. Any such appointment, agreement or arrangement may be made upon such terms as the Directors or any committee of the Directors may determine and they may remunerate any such Director for his services as they think fit.
- 22.2 Without prejudice to the generality of Article 22.1 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.
- 22.3 Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.
- 22.4 The Directors may from time to time appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may at any time determine any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment with the Company shall not imply that the holder thereof is a director of the Company, nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of the Articles.
- 22.5 The Directors shall have power from time to time to appoint any one or more persons to be an honorary President of the Company upon such terms and conditions as the Directors may determine and subsequently to remove any such person or persons from office. An honorary President shall not have any powers to act as a Director nor shall he be deemed to be a Director for the purposes of the Articles.

23. AUTHORISATION OF DIRECTORS' INTERESTS

- 23.1 The Directors may authorise any matter where any Director (or former Director if that former Director is still subject to the statutory duty to avoid conflicts of interest) has or may have a direct or indirect interest and/or duty that conflicts or possibly may conflict with the interests and/or duties of the Company provided that:-
- 23.1.1 the Director concerned and any other interested Director are not counted towards any requirement as to quorum; and

- 23.1.2 the matter is agreed without such Director or other Director voting (or would have been agreed to if their votes had not counted).
- 23.2 Any authorisation of a matter under this Article 23 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised. However, for the avoidance of doubt, no authorisation is required under Article 23.1 in relation to a transaction or arrangement with the Company.
- 23.3 The authorising Directors may impose any limits or conditions on their authorisation under Article 23.1 at the time when such authorisation is given or subsequently as they in their discretion consider appropriate including the following:-
- 23.3.1 limiting or preventing the disclosure of information to the Director who has or may have the interest that is the subject of the authorisation;
- 23.3.2 limiting or preventing the attendance of such Director at any board meeting or discussion; and
- 23.3.3 limiting or preventing the availability of board or briefing papers to such Director
- in each case to the extent the authorising Directors consider appropriate to protect that Director from being in breach of his statutory duty to avoid conflicts of interest.
- 23.4 Provided a Director complies with any limits or conditions referred to in Article 23.3 he shall not, except 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 23 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

24. DIRECTORS PERMITTED INTERESTS

- 24.1 Provided he has declared to the Directors the nature and extent of any interest of his at a meeting of the Board or in the manner set out in section 184 or 185 of the Act, a Director, notwithstanding his office:-
- 24.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with a relevant Company;
- 24.1.2 may be a director or other officer of, or employed by or otherwise interested in any Relevant Company;
- 24.1.3 may act (or any firm of which he is a partner, employee or member may act) in a professional capacity for any Relevant Company (other than as auditor) whether or not he or it is remunerated; and
- 24.1.4 may have any other interest authorised by ordinary resolution of the Company.

No authorisation under Article 23 shall be necessary in respect of any such interest.

- 24.2 Such Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any Relevant Company and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

24.3 For the purposes of this Article 24, "Relevant Company" means:-

24.3.1 the Company;

24.3.2 a subsidiary undertaking of the Company;

24.3.3 any holding company of the Company or a subsidiary undertaking of any such holding company;

24.3.4 any body corporate promoted by the Company; or

24.3.5 any body corporate in which the Company is otherwise interested.

25. **DIRECTORS' GRATUITIES AND EXPENSES**

The Company may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director or former Director and for any member of his family (including a spouse or civil partner or a former spouse or civil partner) or for any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

26. **POWERS OF DIRECTORS**

26.1 The business and affairs of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Companies Acts or by the Articles required to be exercised by the Company in general meeting subject nevertheless to any regulations of the Articles, to the provisions of the Companies Acts and to such regulations, being not inconsistent with the aforesaid regulations or provisions, 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 26.1 shall not be limited or restricted by any special authority or power given to the Directors by any other Article. Subject to the provisions of the Articles all powers of the Directors shall be exercised at a meeting of the Directors which has been validly convened and at which a quorum is present.

26.2 The Directors may exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

27. **DELEGATION OF DIRECTORS' POWERS**

27.1 The Directors may establish any local, group or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local, group or divisional boards, or any managers or agencies, and may fix their remuneration, and may subject to the provisions of the Articles delegate to any local, group or divisional board, managers or agencies any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any such boards or agencies 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.

- 27.2 The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the agent or agents or 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 the Articles) and for such period and subject to such conditions as they may think fit, and any such appointment or power of attorney may contain such provisions for the protection and convenience of persons dealing with any such agent or attorney as the Directors may think fit, and may also authorise any such agent or attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 27.3 The Directors may delegate any of their powers or discretions to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Any 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 of persons other than Directors and for such co-opted members to have voting rights as members of the committee but so that (a) the number of co-opted members shall be less than one half of the total number of members of the committee and (b) no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors.
- 27.4 The meetings and proceedings of any such committee consisting of two or more members shall be governed mutatis mutandis by the provisions of the 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 Article 27.3.

28. **BORROWING POWERS**

- 28.1 Subject as hereinafter provided and to the provisions of the Companies Acts the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, 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.
- 28.2 The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (so far, as regards subsidiaries, as by such exercise they can secure) that the aggregate of the outstanding monies for the time being borrowed by members of the Group (which for the purposes of this Article 28 shall mean the Company and its subsidiary undertakings for the time being) and owing to persons outside the Group as calculated pursuant this Article 28 (the "Amounts Borrowed") shall not at any time without the previous sanction of an ordinary resolution of the Company exceed five times the Adjusted Capital and Reserves (as defined below) provided that the Amounts Borrowed:-
- 28.2.1 shall, in relation to any convertible bond issued by any member of the Group, only include the amount or proportion of such convertible bond that is treated or would, if such bond were to have been issued at the relevant time, have been treated as debt in the latest audited consolidated balance sheet of the Group; and

28.2.2 shall be reduced by the aggregate amount of:-

- (a) cash in hand or on deposit with any bank or financial institution to the extent beneficially owned by a member of the Group including, for the avoidance of doubt, any cash held as collateral or other security for any monies borrowed by members of the Group;
- (b) securities issued or unconditionally guaranteed by the government of the United States of America or the United Kingdom or by any agency of such a government having an equivalent credit rating;
- (c) commercial paper in Euro, Sterling or US Dollars not issued or guaranteed by a member of the Group, for which a recognised trading markets exists and maturing within one year of being acquired and having a rate of at least A⁺1 from Standard and Poor's Corporation or at least P-1 from Moody's Investor Services Inc. or, if unrated, whose issuer has an equivalent rating in respect of its long term debt obligations; and
- (d) certificates of deposit or bankers' acceptances maturing within one year of being acquired issued by any bank or financial institution having a long term unsecured debt rating of at least A-1 from Standard and Poor's Corporation or at least P-1 from Moody's Investor Services Inc.; and

28.3 For the purpose of the foregoing limit the following provisions shall apply:-

28.3.1 the Adjusted Capital and Reserves shall mean the aggregate of:-

- (a) the amount paid up on the issued share capital of the Company; and
- (b) the total of the capital and revenue reserves of the Group (including any share premium account, capital redemption reserve fund, credit balance on the consolidated profit and loss account and credit balance on any other undistributable reserves) but excluding sums set aside for taxation (including deferred taxation) and amounts attributable to outside shareholders in subsidiaries and deducting any debit balance on the consolidated profit and loss account (except to the extent that such deduction has already been made)

all as shown in the latest audited consolidated balance sheet of the Group but adjusted as may be necessary in respect of any variation in the paid up share capital or share premium account or other reserves (other than as a result of trading profits or losses) of the Company since the date of its latest audited balance sheet and to reflect any change since that date in the companies comprising the Group. For the purposes of calculating the revenue reserves of the Group there shall be included and added a notional reserve equal to the difference between the values of the property assets of the Group included within the relevant accounts and (if higher) the open market vacant possession values of those properties as shown in any note to the accounts or report, review or statement of a director or the directors accompanying such accounts based upon an external valuation carried out prior to the date of the relevant accounts;

28.3.2 there shall be deemed, subject as hereinafter provided, to have been borrowed and to be outstanding as borrowed moneys of the relevant member of the Group (to the extent that the same would not otherwise fall to be taken into account):-

- (a) the principal amount of all debentures issued in whole or in part for a consideration other than cash (including any fixed or minimum premium payable on final repayment) of any member of the Group which are not for the time being beneficially owned within the Group;
 - (b) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase or sale of goods in the ordinary course of trading) by any member of the Group or by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group;
- 28.3.3 moneys borrowed by any member of the Group for the purpose of repaying or redeeming (with or without premium) in whole or in part of any other borrowed moneys falling to be taken into account and intended to be applied for such purpose within six months after the borrowing thereof shall not during such period, except to the extent so applied, themselves be taken into account;
- 28.3.4 any amounts borrowed by any member of the Group from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under such contract which is guaranteed or insured by the Export Credits Guarantee Department or other like institution carrying on a similar business shall be deemed not to be borrowed moneys;
- 28.3.5 moneys borrowed by a partly-owned subsidiary undertaking and not owing to another member of the Group shall be taken into account subject to the exclusion of a proportion thereof equal to the minority proportion and moneys borrowed and owing to a partly owned subsidiary undertaking by another member of the Group shall be taken into account to the extent of a proportion thereof equal to the minority proportion; for the purposes aforesaid "minority proportion" shall mean the proportion of the issued equity share capital of such partly owned subsidiary undertaking which is not attributable to the Company;
- 28.3.6 borrowed moneys of any member of the Group expressed in or calculated by reference to a currency other than sterling shall be translated into sterling using the methods applied in translating the appropriate item in the balance sheet of the relevant member of the Group for the preparation of the last audited consolidated accounts of the Group or by reference to the rate of exchange or approximate rate of exchange ruling on whatever date and determined on whatever basis the Auditors may determine or approve.
- 28.4 No person dealing with the Company or any of its subsidiaries shall be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the said limit had been or would thereby be exceeded.
- 28.5 A certificate or report by the Auditors as to the amount of the Adjusted Capital and Reserves or the amount of moneys borrowed or to the effect that the limit imposed by this Article 28 was not or will not be exceeded at any time or times shall be conclusive evidence of such amount or fact for the purpose hereof.

29. PROCEEDINGS OF DIRECTORS

- 29.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a

meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom (unless such Director shall have notified the Secretary in writing of an address in the United Kingdom at which notice of meetings of the Directors is to be given to him when he is absent from the United Kingdom). Any Director may waive notice of any meeting and any such waiver may be retroactive. Questions arising at a meeting shall be decided 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. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote. Any Director may participate in a meeting by means of conference telephone or other communication equipment whereby all persons participating in the meeting can hear each other and any Director so participating shall be deemed to be present in person at that meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the Chairman of the meeting then is.

- 29.2 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. An alternate Director who is not himself a Director shall, if his appointor is not present, be counted in the quorum. 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.
- 29.3 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, they may act only for the purpose of filling vacancies or of calling a general meeting. 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.
- 29.4 The Directors may elect from their number a Chairman of the Board and one or more Deputy Chairmen and determine the period for which each is to hold office, but if no Chairman or Deputy Chairman has 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 the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 29.5 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.
- 29.6 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or alternate Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or alternate Director, as the case may be, and had been entitled to vote.
- 29.7 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

30. **RESTRICTIONS ON VOTING AND QUORUM**

- 30.1 Except as otherwise provided by the Articles and whether or not the interest is one which is authorised pursuant to Article 23 or permitted under Article 24, a Director shall not be entitled to vote in respect of any contract, transaction or arrangement or any other proposal in which he or any person connected with him has an interest. Any vote of a Director in respect of a matter where he is not entitled to vote shall be disregarded. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
- 30.2 Subject to the Companies Acts, a Director shall be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-
- 30.2.1 proposals relating to any indemnities or provision of funds from the Company in favour of the Director which comply with the relevant provisions of Article 43;
 - 30.2.2 proposals 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;
 - 30.2.3 the giving of any security, guarantee or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
 - 30.2.4 the giving of any security, guarantee or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
 - 30.2.5 where the Company or any of its subsidiary undertakings is offering securities in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
 - 30.2.6 any proposal concerning another company in which he and any persons connected with him (within the meaning of section 252 of the Companies Act 2006) do not to his knowledge hold an interest (as that term is used in sections 820 and 822-824 of the Act) representing 1% or more of either any class of the equity share capital, or the voting rights, in such company;
 - 30.2.7 any proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
 - 30.2.8 any proposal concerning insurance which the Company proposes to purchase or maintain for the benefit of Directors;
 - 30.2.9 any proposal in which he has an interest of which he is not aware or an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 30.2.10 proposals in respect of which the interest or the interest of Directors generally has been authorised by an ordinary resolution.

- 30.3 Where proposals are under consideration concerning the appointment or termination of appointment (including fixing or varying the terms of appointment or termination of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment or termination of appointment.
- 30.4 If any question shall arise at any meeting as to the existence of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall (unless the Director concerned is the Chairman in which case he shall withdraw from the meeting and the Directors shall elect (if it shall not already have done so) a Deputy Chairman to consider the question in place of the Chairman) be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned has not been disclosed in accordance with the Articles and the Companies Acts and provided that any such question shall, for the purposes of disclosure of the interest in the accounts of the Company, be finally and conclusively decided by a majority of the Directors (other than the Director concerned).

31. **CONFIDENTIAL INFORMATION**

- 31.1 Subject to Article 31.2 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:-
- 31.1.1 to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company; or
 - 31.1.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- 31.2 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 may possibly conflict, with the interests of the Company, Article 31.2 shall apply only if the conflict arises out of a matter which has been authorised under Article 23 or falls within Article 24.1.
- 31.3 This Article 31 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 31.

32. **SECRETARY**

Subject to the provisions of the Companies Acts the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them, 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 a Deputy Secretary or one or more Assistant Secretaries.

33. MINUTES AND REGISTER

33.1 The Directors shall cause minutes to be made in books kept for the purpose:-

33.1.1 of all appointments of officers made by the Directors; and

33.1.2 of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

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

34. THE SEAL

34.1 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.

34.2 Every instrument to which the Seal or 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 by one Director and the Secretary or by two Directors except that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature.

34.3 The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the Securities Seal shall not require to be signed.

34.4 A document or instrument signed on behalf of the Company by two authorised signatories (within the meaning of section 44(3) of the Act) or by a Director in the presence of a witness who attests the signature shall have the same effect as if it were under seal and a document so executed which makes it clear on its face that it is intended to be a deed (in whatever form of words) has effect, upon delivery, as a deed.

35. AUTHENTICATION OF DOCUMENTS

Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are 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 a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company in reliance thereon 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.

36. **RESERVES**

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

37. **DIVIDENDS**

37.1 The Company may by ordinary resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors.

37.2 If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit. Provided that the Directors shall act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss which they may suffer in consequence of the payment of a dividend on any shares having non-preferred or deferred rights.

37.3 Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid and shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article 37 no amount paid on a share in advance of calls shall be treated as paid on the share.

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

37.5 Subject to the provisions of the Companies Acts, where any asset, business or property is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) the profits and losses thereof as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.

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

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

- 37.8 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.
- 37.9 The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.
- 37.10 The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date the dividend became due for payment shall be forfeited and shall revert to the Company.
- 37.11 The Company may upon the recommendation of the Directors by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid up shares or debentures of any other company) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.
- 37.12 The Company may transmit any dividend or any other moneys payable in respect of any share in the form of a cheque, warrant or similar financial instrument by post to the registered address of the holder or person entitled thereto or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to any one of such persons, or to such person and address as the holder or joint holders or person or persons entitled may be writing direct. Alternatively, if the Directors shall so determine, such payment may be made by any form of electronic media to a bank account of the person otherwise entitled to receive payment by cheque or warrant pursuant to Articles 37.12, 37.13 and 37.14. Every such cheque or warrant shall be made payable to or to the order of the person to whom it is sent and any payment by electronic media shall be paid to the bank account details of which shall have been provided to the Company in writing by the person entitled to receive the same. Every such payment shall be sent at the risk of the person entitled to receive the same and shall be a good discharge to the Company. If cheques or warrants in respect of dividends are returned undelivered or are left uncashed on two consecutive occasions the Directors may cause the Company to cease sending such cheques or warrants by post to the member or members or person or persons concerned.
- 37.13 In respect of shares in uncertificated form:-
- 37.13.1 where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Company shall from time to time consider sufficient, the Company may also pay any dividend or any other moneys payable in respect of any share by means of the relevant system concerned (subject always to the facilities and requirements of that relevant system and the provisions of the Uncertificated Securities Regulations);

37.13.2 every such payment by means of such relevant system shall be made in such manner as may be consistent with the facilities and requirements of the relevant system concerned and such payment may include the sending by the Company or by any person on its behalf of an instruction to the operator of such relevant system to credit the cash memorandum account of the holder or joint holders or, if permitted by the Company, of such other person as the holder or joint holders may in writing direct;

37.13.3 the payment by the Company of any sum in accordance with Articles 37.12, 37.13 and 37.14 (including in respect of shares in uncertificated form, the making of payment in accordance with the facilities and requirements of the relevant system concerned) shall be a good discharge to the Company.

37.14 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, 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.

38. RECORD DATES

Notwithstanding any other provisions of the Articles, but without prejudice to any rights attached to any existing shares or to the rights interest in respect thereof of transferors and transferees of any shares and subject always to the Companies Acts, the Company or the Directors may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution or an allotment or issue made, or a notice, information or document sent or circulated, and that date may be before, on or after the date on which the dividend or distribution is declared or paid, the allotment or issue is made or the notice information or document is sent or circulated.

39. CAPITALISATION OF PROFITS AND RESERVES

39.1 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 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 ordinary shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully-paid up to and amongst them as bonus shares in the proportion aforesaid provided that the Company shall not apply an unrealised profit in paying up debentures or any amounts unpaid on any of its issued shares and the only purpose to which sums standing to a share premium account or capital redemption reserve shall be applied pursuant to this Article 39 shall be the payment up in full of unissued shares to be allotted and distributed as aforesaid. 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.

- 39.2 Where pursuant to an employees' share scheme, the Company has granted options to subscribe for shares on terms which provide inter alia for adjustments to the subscription price payable on the exercise of such options or to the number of shares to be allotted upon such exercise in the event of any increase or reduction in or other reorganisation of the Company's issued share capital and an otherwise appropriate adjustment would result in the subscription price for any share being less than its nominal value, then, subject to the provisions of the Companies Acts, the Directors may, on the exercise of any of the options concerned and payment of the subscription which would have applied had such adjustment been made, capitalise any such profits or other sum as is mentioned in Article 39.1 to the extent necessary to pay up the unpaid balance of the nominal value of the shares which fall to be allotted on the exercise of such options and apply such amount in paying up such balance and allot shares fully paid accordingly.
- 39.3 The provisions of Article 39.1 shall apply mutatis mutandis to Article 39.2 (but as if the authority of an ordinary resolution of the Company were not required).
- 39.4 The Directors may with the prior sanction of an ordinary resolution of the Company offer the holders of ordinary shares the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of such dividend or dividends (or part thereof) as are specified by any such resolution. The following provisions shall apply:-
- 39.4.1 the said resolution may specify a particular dividend or may specify all or any dividends declared or resolved in respect of a specified period but such period may not end later than the expiry of two months following the conclusion of the annual general meeting next following the date of the meeting at which such resolution is passed provided nevertheless that the Directors may in their absolute discretion suspend or terminate (whether temporarily or otherwise) such right to elect and may do such things and acts considered necessary or expedient with regard to, or in order to effect, any such suspension or termination;
- 39.4.2 the entitlement of each ordinary shareholder to new ordinary shares shall be determined by the Directors so that the Relevant Value thereof shall be as nearly as possible equal to (but not in excess of) the cash amount that such shareholders would have received by way of dividend. For this purpose 'Relevant Value' shall be calculated by reference to the average of (where the shares are admitted to the London Stock Exchange) the middle market quotations for the Company's ordinary shares on the London Stock Exchange, as derived from the Daily Official List, or (where the shares are traded on the Alternative Investment Market) the average of the highest and lowest prices for bargains transacted in such shares, as derived from the Appendix to the Daily Official List, in either case on the day when the ordinary shares are first quoted 'ex' the relevant dividend and on the four subsequent dealing days, adjusted (if need be) as the auditors may consider appropriate;
- 39.4.3 in each year when a dividend or dividends become payable on fully-paid ordinary shares the first 0.1p per share of the first dividend to be declared in each year (or, if less, the amount of such dividend) shall not be subject to the said right of election but shall in any event be payable in cash;
- 39.4.4 the Directors may specify a minimum number of ordinary shares in respect of which the right of election may be exercised. The basis of allotment shall be such that no member may receive a fraction of a share and the Directors may make such provision as they think fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit accrues to the Company;

- 39.4.5 the Directors may make exclusions or restrictions as respects the rights of certain shareholders to elect to receive ordinary shares instead of cash as they think necessary or desirable in relation to compliance with legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory;
- 39.4.6 the Directors, after determining the basis of allotment, shall notify the holders of ordinary shares in writing of the right of election and specify the procedure (including any form of election) determined by the Directors to be followed and place at which, and the latest time by which (being at least 21 days after the despatch of the notice), duly completed forms of election must be lodged in order to be effective;
- 39.4.7 the dividend (or that part of the dividend in respect of which a right of election has been offered and other than the part payable in cash under Article 39.4.3) shall not be payable on ordinary shares in respect whereof the said election has been duly made (the "Elected Ordinary Shares") and instead thereof additional ordinary shares shall be allotted to the holders of the Elected Ordinary Shares on the basis of allotment determined as aforesaid; for such purpose the Directors shall capitalise out of such of the sums standing to the credit of reserves (including any share premium account or capital redemption reserve) or any of the profits which could otherwise have been applied in paying dividends in cash as the Directors may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and 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. A resolution of the Directors capitalising any part of the reserves or profits hereinbefore mentioned shall have the same effect as if such capitalisation had been sanctioned by an ordinary resolution of the Company in accordance with Articles 39.1, 39.2 and 39.3;
- 39.4.8 notwithstanding the foregoing, the Directors may at any time prior to payment of the relevant dividend determine, if it appears to them desirable to do so because of a change in circumstances, that the dividend shall be payable wholly in cash after all and if they so determine then all elections made shall be disregarded. The dividend shall be payable wholly in cash if the ordinary share capital of the Company ceases to be admitted to trading on the London Stock Exchange or traded on the Alternative Investment Market at any time prior to the due date of issue of the additional shares or if the listing is suspended and not reinstated by the date immediately preceding the due date of such issue;
- 39.4.9 the additional ordinary shares so allotted shall be allotted as of the record date for the dividend in respect of which the right of election has been offered and shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue except only that the shares so allotted will not rank for any dividend or other distribution or other entitlement which has been declared, made, paid or payable by reference to such record date or any earlier record date;
- 39.4.10 the Directors shall apply to the UK Listing Authority for the additional ordinary shares so allotted to be admitted to listing on the Official List and to the London Stock Exchange for them to be admitted to trading or apply to London Stock Exchange for them to be admitted to trading on the Alternative Investment Market as the case may be; and

39.4.11 the Directors shall have power to do all acts and things as they consider necessary or expedient to give effect to this Article 39.4.

40. **AUDITORS**

- 40.1 Subject to the provisions of the Companies Acts, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there is some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.
- 40.2 An auditor shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns him as auditor.

41. **COMMUNICATIONS**

41.1 **Manner of Communications**

Any documents or information to be sent or supplied by or to the Company may be sent or supplied in hard copy form, in electronic form or by means of a website to the extent permitted by the Companies Acts and the Articles.

41.2 **Communications by the Company by means of a Website**

A document or information may only be sent or supplied by the Company to a person by being made available on a website if the person:-

- 41.2.1 has agreed (generally or specifically) that the document or information may be sent or supplied to him or her in that manner; or
- 41.2.2 is taken to have so agreed in accordance with the Act,
- and has not revoked that agreement.

41.3 **Communications by Other Means**

- 41.3.1 A document or information that is sent or supplied to the Company otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the Company.
- 41.3.2 A document or information that is sent or supplied by the Company or the Board otherwise than in hard copy form, electronic form or by means of a website is validly sent or supplied if it is sent or supplied in as form or manner that has been agreed by the intended recipient.

41.4 **Suspension of Supply of Documents and Information to a Member**

- 41.4.1 If on three consecutive occasions documents or information (including any dividend payment or a copy of any statutory accounts or summary financial statement) have been sent or supplied to any member in accordance with any provisions of this Article 41, such member shall not thereafter be entitled to receive any documents or information from the Company until he or she shall have communicated with the Company and supplied in writing (signed by him or

her) to the Company a new registered address or an address within the United Kingdom for the service of notices.

41.4.2 If any document or information (including any dividend payment or a copy of any statutory accounts or summary financial statement) have been sent or supplied by electronic means in accordance with this Article 41 to any member at his or her address specified for the purpose or deemed to be so specified and the Company becomes aware of a failure in delivery (and subsequent attempts to send or supply such document or information by electronic means also result in a failure in delivery), the Company shall either:-

(a) send or supply a hard copy of such document or information to such member; or

(b) notify such member that such information or document is available on a specified website and how the member may access that website.

41.5 When Service Effected on a Member

41.5.1 Where a document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.

41.5.2 Where a document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed.

41.5.3 Where a document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-

(a) the material is first made available on the website; or

(b) if later, when the recipient received (or, in accordance with this Article 41.5, is deemed to have received) notification of the fact that the material was available on the website.

41.6 Documents and Information to Joint Holders

41.6.1 In respect of joint holdings, documents or information shall be validly sent or supplied to all joint holders if sent or supplied to that one of the joint holders whose name first appears in the register.

41.6.2 Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register.

41.7 Members Not Entitled to Documents and Information

A member who (having no registered address within the United Kingdom) has not supplied to the Company an address in the United Kingdom at which documents or information may be sent or supplied to him or her in hard copy form, or an address to

which documents or information may be sent or supplied to him or her by electronic means, is not entitled to have documents or information sent or supplied to him or her by the Company.

41.8 Companies Acts Requirements

Nothing in the Articles shall affect any requirement of the Companies Acts that any particular offer, notice or other document be served in any particular manner.

42. WINDING UP

If the Company is wound up (whether the liquidation is voluntary, under supervision, or by the Court), the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Companies Acts, divide among the members in specie or kind the whole or any part of the assets of the Company and may, for that purpose, value any assets as he deems fair and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

43. INDEMNITY AND FUNDING OF DEFENCE COSTS

43.1 Subject to the provisions of and so far as may be consistent with the Act, the Company may provide:-

43.1.1 for a Director or for a director of an associated company of the Company an indemnity out of the assets of the Company to the extent that such indemnity is a ☐qualifying third party indemnity provision☐within the meaning of section 234 of the Act;

43.1.2 a Director with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act or to enable a Director to avoid incurring such expenditure, but so that any provision of funds will become repayable by the Director or any liability of the Company under any transaction connected with any provision of funds will become repayable by the Director not later than:-

- (a) in the event of the Director being convicted in the proceedings, the date when the conviction becomes final;
- (b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or
- (c) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final; and

43.1.3 a Director 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, breach of duty or breach of trust by that Director in relation to the Company or an associated company of the Company or to enable a Director to avoid incurring such expenditure.

- 43.2 Subject to the provisions of the Act, where the Company or an associated company of the Company is a trustee of an occupational pension scheme, the Company may provide for a Director or for a director of such associated company an indemnity out of the assets of the Company against liability incurred in connection with the activities of the Company or such associated company as trustee of such a scheme provided that such indemnity complies with the provisions of section 235 of that Act.
- 43.3 Subject to the provisions of the Act the Directors may purchase and maintain insurance at the expense of the Company for the benefit of any Director or other officer of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director or officer.
- 43.4 In this Article 43, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.