

**Company number 00445790**

**THE COMPANIES ACT 2006**  
**A PUBLIC COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**of**

**TESCO PLC**

(Adopted at the Annual General Meeting on 25 June  
2021)

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**THE COMPANIES ACT 2006**  
**A PUBLIC COMPANY LIMITED BY SHARES**  
**NEW ARTICLES OF ASSOCIATION**  
**of**  
**TESCO PLC**

(Adopted by Special Resolution passed on 2 July 2010)

**PRELIMINARY**

**1. Exclusion of Table A**

The regulations in (i) Table A in the First Schedule to the Companies Act 1948; and (ii) the regulations in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended from time to time, shall not apply to the Company.

**2. Definitions and Interpretation**

**2.1** In these Articles:

**CA2006** means the Companies Act 2006 as amended from time to time;

**address** means in relation to a notice or other communication in writing, a postal address and, in relation to a notice or another communication in electronic form, a number or address used for the purposes of sending or receiving documents or information by electronic means (including in the case of an Uncertificated Proxy Instruction permitted pursuant to Article 61.3 an identification number of a participant in the relevant system concerned);

**Articles** means these Articles of association, as amended from time to time;

**Associated Company** means a company or other body corporate which is (or, where the context admits, was at any relevant time) associated with the Company for the purposes of section 256 of the CA2006;

**auditor** means the auditor of the Company;

**board** means the directors or any of them acting as the board of directors of the Company;

**business day** means a day (except Saturday or Sunday) on which banks in the City of London are open for business;

**certificated** means in relation to a share, that title to the share is recorded on the register as being held in certificated form;

**clear days** means in relation to the period of a notice or other communication, that period excluding the day on which the notice or other communication is given or deemed to be given and the day for which it is given or on which it is to take effect;

**committee** means a committee of the board;

**Company** means Tesco PLC;

**Companies Acts** has the meaning given to it in section 2 of the CA2006;

**director** means a director for the time being of the Company;

**electronic form** has the meaning given to it in section 1168(3) of the CA2006;

**electronic means** has the meaning given to it in section 1168(4) of the CA2006;

**equity securities** has the meaning given to it in section 560 of the CA2006.

**FSMA** means the Financial Services and Markets Act 2000;

**financial institution** has the meaning given to it in section 778(2) of the CA2006.

**Group** means the Company and its subsidiary undertakings from time to time;

**Group Company** means any company in the Group;

**hard copy form** has the meaning given to it in section 1168(2) of the CA2006;

**holder** means in relation to any share in the capital of the Company, the member whose name is entered in the register as the holder of that share;

**London Stock Exchange** means the London Stock Exchange PLC or other principal stock exchange in the United Kingdom for the time being;

**Main Meeting Place** has the meaning given to it in Article 43.5(a);

**office** means the registered office for the time being of the Company;

**paid up** means paid up or credited as paid up;

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

**register** means the register of members of the Company comprising, in respect of certificated shares, the issuer register of members and, in respect of uncertificated shares, the Operator register of members;

**registered address** means in relation to a member, any address for the time being shown as a current address in relation to that person in the part of the register available for public inspection;

**Regulations** means The Uncertificated Securities Regulations 2001 (SI 2001 No 3755) including any modifications of them or any regulations made in substitution for them from time to time;



**Retiring Directors** has the meaning given to it in Article 68.4;

**rights issue** means an offer or issue to or in favour of ordinary shareholders on the register on a date fixed by the board where the equity securities respectively attributable to the interests of all those shareholders are proportionate (as nearly as practicable) to the respective number of ordinary shares held by them on that date subject to such exclusions or other arrangements as the board considers expedient in relation to fractional entitlements or legal or practical problems under the laws in any territory or the requirements of any relevant regulatory body or stock exchange;

**seal** means any common seal of the Company or any official seal or securities seal which the Company may have or be permitted to have under the Statutes;

**secretary** means the secretary of the Company or, if there are joint secretaries, any of the joint secretaries and includes an assistant or deputy secretary and any person appointed by the board to perform any of the duties of the secretary of the Company;

**Statutes** means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts;

**subsidiary undertaking** has the meaning given to it in section 1162 CA2006;

**uncertificated** means (subject to regulation 42(11)(a) of the Regulations) a share in the capital of the Company title to which is recorded on the Operator register of members of the Company and which may, by virtue of the Regulations, be transferred by means of a relevant system and references in these Articles to a share being held in uncertificated form shall be construed accordingly;

**United Kingdom** means the United Kingdom of Great Britain and Northern Ireland;

**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; and

**year** means a period of 12 months.

- 2.2 The expressions **Operator**, **participating security**, **properly authenticated dematerialised instruction** and **relevant system** have the same meanings given to them in the Regulations.
- 2.3 Nothing in these Articles shall preclude the holding and conducting of a meeting in such a way that persons who are not present together at the same place may by electronic means attend and speak and vote at it.
- 2.4 References to a person's **participation** in the business of any general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly appointed representative) to speak, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Companies Acts or these Articles to be

made available at the meeting and *participate* and *participating* shall be construed accordingly.

- 2.5 References to *electronic facility* mean a device, system, procedure, method or facility providing an electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting determined by the board pursuant to Article 43.8.
- 2.6 References to a *meeting* mean a meeting convened and held in any manner permitted by these Articles, including without limitation a general meeting of the Company at which some persons entitled to be present attend and participate by means of electronic facility or facilities, and such persons shall be deemed to be *present* at that meeting for all purposes of the Act and the Articles and *attend* and *participate*, *attending* and *participating* and *attendance* and *participation* shall be construed accordingly.
- 2.7 Unless expressly provided otherwise, a reference to a statute or statutory provision includes a reference to:
- (a) any statutory modification, consolidation or re-enactment of it to the extent in force from time to time;
  - (b) all statutory instruments or subordinate legislation (as defined in section 21(1), Interpretation Act 1978) or orders from time to time made under it; and
  - (c) any statute or statutory provision of which it is a modification, consolidation or re-enactment.
- 2.8 Any reference to:
- (a) a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
  - (b) an individual includes, where appropriate, his or her personal representatives;
  - (c) the singular includes the plural and vice versa; and
  - (d) one gender includes all genders.
- 2.9 Any reference to a document being sealed or executed under seal or under the common seal of any body corporate (including the Company) or any similar expression includes a reference to it being executed in any other manner which has the same effect as if it were executed under seal.
- 2.10 Headings to these Articles are inserted for convenience only and shall not affect their construction.
- 2.11 Unless expressly provided otherwise, any words and expressions defined in the Statutes (as in force on the date of adoption of these Articles) shall have the same meanings in these Articles.

- 2.12 In these Articles, (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them; (b) the word **board** in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more directors, any director, any other officer of the Company and any local or divisional board, manager or agent of the Company to which or, as the case may be, to whom the power in question has been delegated; (c) no power of delegation shall be limited by existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; (d) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power; and (e) any power of the Directors, or of any of the Directors, or of any person to whom such powers have been delegated in accordance with these Articles, to exercise a discretion, make a determination, take a decision or take any action shall be construed as conferring a right to exercise such power in such a way as he, she or they, in his, her or their absolute discretion, think fit.

## **SHARE CAPITAL**

### **3. Limited liability**

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

### **4. Rights attached to shares**

Subject to the provisions of the Statutes and to any special rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the board may decide.

### **5. Power to pay commission and brokerage**

The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes. Subject to the provisions of the Companies Acts, any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

### **6. Alteration of share capital**

6.1 The Company may alter its share capital in accordance with the provisions in any manner permitted by the Statutes.

6.2 All shares created by increase of the Company's share capital, by consolidation, division or sub-division of its share capital or the conversion of stock into paid-up shares shall be subject to all the provisions of these Articles, including without limitation provisions relating to payment of calls, lien, forfeiture, transfer and transmission.

6.3 If as a result of any consolidation or division of shares any members would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit and in particular may (on behalf of those members) sell the shares representing the fractions to any person (including, subject to the provisions of the Statutes, the Company) and distribute the net proceeds as the board thinks fit (except that any proceeds less than a sum fixed by the board may be retained for the benefit of the Company). Where the shares to be sold are held in certificated form the board may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the buyer. Where the shares to be sold are held in uncertificated form, the board may do all acts and things it considers necessary or expedient to effect the transfer of the shares to, or in accordance with the directions of, the buyer. The buyer shall not be bound to see to the application of the purchase money; nor shall his or her title to the shares be affected by any irregularity in or invalidity of the proceedings relating to the sale.

## **7. Power to issue redeemable shares**

Subject to the provisions of the Statutes any share may be issued on terms that it is to be redeemed or is liable to be redeemed at the option of the Company or the shareholder and the board may determine the terms, conditions and manner of redemption of any such shares.

## **8. Trusts not recognised**

Except as required by law or these Articles or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required to recognise (even when having notice of it) any interest or other right in or in respect of any share, except the holder's absolute right to the entirety of the share.

## **9. Indemnity against claims in respect of shares**

9.1 Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment, or empowers any government or taxing authority or government official to require the Company to make any payment, in respect of any shares held either jointly or solely by any holder or in respect of any dividends or other moneys due or payable or accruing due or which may become due or payable to such holder by the Company or in respect of any such shares or for or on account or in respect of any holder, and whether in consequence of:

- (a) the death of such holder;
- (b) the non-payment of any income tax or other tax by such holder;
- (c) the non-payment of any estate, probate, succession, death, stamp, or other duty by the executor or administrator of such holder or by or out of his or her estate; or (without limitation)
- (d) any other act or thing;

the Company in every such case shall be fully indemnified by such holder or his or her executor or administrator from all liability arising by virtue of such law and may recover as a debt due from such holder or his or her executor or administrator (wherever constituted or residing) any moneys paid by the Company under or in consequence of any such law, together with interest thereon at such rate as the Board may determine from the date of payment to the date of repayment.

- 9.2 Nothing contained in this Article shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company and as between the Company and any holder, his or her executor, administrator and estate wherever constituted or situated, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

## **VARIATION OF RIGHTS**

### **10. Variation of class rights**

- 10.1 Whenever the capital of the Company is divided into different classes of shares, all or any of the rights for the time being attached to any class of shares in issue may from time to time (whether or not the Company is being wound up) be varied, either:
- (a) in such manner (if any) as may be provided by those rights;
  - (b) with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares), which consent shall be in hard copy form or in electronic form sent to such address (if any) for the time being specified by or on behalf of the Company for that purpose, or in default of such specification to the office, and may consist of several documents, each executed or authenticated in such manner as the board may approve by or on behalf of one or more holders, or a combination of both; or
  - (c) with the sanction of a special resolution passed at a separate general meeting of the holders of those shares.
- 10.2 All the provisions of these Articles relating to general meetings of the Company or to the proceedings at general meetings shall apply, *mutatis mutandis*, to every such separate general meeting of the holders of any class of shares, except that:
- (a) the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class (excluding any shares of that class held as treasury shares);
  - (b) at an adjourned meeting the necessary quorum shall be two persons holding shares of the class (other than treasury shares) or his or her proxy;

- (c) every holder of shares of the class shall have one vote in respect of every share of the class held by him or her (excluding any shares of that class held as treasury shares); and
- (d) a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.

For the purposes of this Article, where a person is present by proxy or proxies, the person is treated only as holding the shares in respect of which those proxies are authorised to exercise voting rights.

10.3 Unless otherwise expressly provided by the terms of their issue, the rights attached to any share or class of shares, those rights shall be deemed to be varied by:

- (a) the reduction of the capital paid up on that share or class of shares otherwise than by a purchase or redemption by the Company of its own shares; and
- (b) the allotment of another share ranking in priority for payment of a dividend or in respect of capital or which confers on its holder voting rights more favourable than those conferred by that share or class of shares,

but shall not be deemed to be varied or abrogated by:

- (a) the creation or issue of further shares ranking *pari passu* with, or subsequent to, them but in no respect in priority thereto; or
- (b) the purchase by the Company of any of its own shares; or
- (c) the holding of and transfer of title to shares of that or any other class in uncertificated form by means of a relevant system in accordance with the provisions of the Statutes.

## **SHARE CERTIFICATES**

### **11. Issue of certificates**

11.1 A person whose name is entered in the register as the holder of any certificated shares shall be entitled to receive without charge within two months after the allotment to him or her of those shares or five business days after the lodgement of evidence of his or her entitlement to shares (or within such other period as the conditions of issue may provide) one certificate for those shares, or one certificate for each class of those shares, but no certificate shall be issued to a recognised person in respect of whom the Company is not required by law to complete and have ready for delivery a certificate.

11.2 In the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares in any particular class registered in their joint names and delivery of a certificate for a share to any one of the joint holders shall be sufficient delivery to all. Shares of different classes may not be included in the same certificate.

- 11.3 This Article does not apply to uncertificated shares or to shares in respect of which a share warrant has been issued.
- 11.4 Every share certificate shall be executed under seal, as may be otherwise permitted by law, in accordance with Article 100 or in such manner as the board may approve and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid upon the shares.
- 11.5 Each share certificate sent by the Company (or its agent) shall be sent at the risk of the member or other person entitled to the certificate and neither the Company (nor its agent) shall be responsible for any share certificate lost or destroyed in the course of delivery.
- 11.6 The Company shall enter in the register of members the number of shares which are held by each member in certificated form.

## **12. Charges for and replacement of certificates**

- 12.1 Except as expressly provided to the contrary in these Articles, no fee shall be charged for the issue of a share certificate.
- 12.2 Any two or more certificates representing shares of any one class held by any member may at his or her request be cancelled and a single new certificate issued.
- 12.3 Where a member has transferred part only of the shares comprised in a certificate, he or she shall be entitled without charge to a certificate for the balance of his or her shares.
- 12.4 If any member surrenders for cancellation a certificate representing shares held by him or her and requests the Company to issue two or more certificates representing those shares in such proportions as he or she may specify, the board may, if it thinks fit, comply with the request on payment of such fee (if any) as the board may decide.
- 12.5 In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.
- 12.6 If a certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued on compliance with such conditions as to evidence and indemnity as the board may think fit without charge (other than exceptional out of pocket expenses reasonably incurred by the Company in investigating evidence and preparing the requisite form of indemnity as the board may determine) and, if damaged or defaced, on delivery up of the old certificate.

## **LIEN ON SHARES**

### **13. Lien on partly paid shares**

- 13.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable (whether or not due) in respect of that

share. The lien shall extend to every amount (including, without limitation, dividends) payable in respect of that share.

- 13.2 The board may at any time either generally or in any particular case waive any lien or declare any share to be wholly or partly exempt from the provisions of this Article.
- 13.3 Subject to Article 30, the board may also decline to register any transfer of shares on which the Company has a lien.

#### **14. Enforcement of lien**

- 14.1 The Company may sell any share subject to a lien in such manner as the board may decide if any amount payable on the share is due and is not paid within 14 clear days after a notice has been served on the holder or any person entitled by transmission to the share demanding payment of that amount and giving notice of intention to sell in default.
- 14.2 To give effect to any sale under this Article, the board may, if the share is a certificated share, authorise some person to execute an instrument of transfer in respect of the share sold to, or in accordance with the directions of, the purchaser. If the share is an uncertificated share, the board may exercise any of the Company's powers under Article 38 to effect the sale of the share to, or in accordance with the directions of, the purchaser. The purchaser shall not be bound to see to the application of the purchase money; nor shall his or her title to the share be affected by any irregularity in or invalidity of the proceedings connected with the sale.
- 14.3 The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and any residue shall (if the share sold is a certificated share, on surrender to the Company for cancellation of the certificate in respect of the share sold and, whether the share sold is a certificated or uncertificated share, subject to a like lien for any amounts not presently due as existed on the share before the sale), be paid to the holder or person entitled by transmission to the share immediately before the sale.

### **CALLS ON SHARES**

#### **15. Calls**

- 15.1 Subject to the terms of allotment, the board may make calls on the members in respect of any monies unpaid on their shares (whether in respect of nominal amount or premium) and each member shall (subject to his or her receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his or her shares. A call may be revoked in whole or part and the time fixed for payment of a call may be postponed as the board may decide.
- 15.2 Any call may be made payable in one sum or by instalments and shall be deemed to be made at the time when the resolution of the board authorising that call is passed.



15.3 A person on whom a call is made shall remain liable for calls made on that person notwithstanding the subsequent transfer of the share in respect of which the call is made.

15.4 The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of that share.

**16. Interest on calls**

If a call is not paid before or on the due date for payment, the person from whom it is due shall pay interest on the amount unpaid from the due date for payment to the date of actual payment at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, such rate as the board may decide and shall pay all costs, charges and expenses that the Company may have incurred by reason of such non-payment, but the board may waive payment of the interest, costs, charges or expenses, wholly or in part.

**17. Sums treated as calls**

A sum which by the terms of allotment of a share is payable on allotment, or at a fixed time, or by instalments at fixed times, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, the provisions of these Articles as to interest, costs, charges or expenses shall apply as if that sum had become payable by virtue of a call.

**18. Power to differentiate**

On any issue of shares the board may make arrangements for a difference between the allottees or holders of the shares in the amounts and times of payment of calls on their shares.

**19. Payment of calls in advance**

The board may, if it thinks fit, receive all or any part of the monies payable on a share beyond the sum actually called up on it if the holder is willing to make payment in advance and, on any monies so paid in advance, may (until they would otherwise be due) pay interest at such rate as may be agreed between the board and the member paying the sum in advance but no dividend shall be payable in respect of any monies so paid in advance.

**FORFEITURE OF SHARES**

**20. Notice of unpaid calls**

20.1 If the whole or any part of any call or instalment remains unpaid on any share after the due date for payment, the board may serve a notice on the holder requiring him or her to pay so much of the call or instalment as remains unpaid, together with any accrued interest and any costs, charges and expenses that may have been incurred by the Company by reason of such non-payment.

- 20.2 The notice shall state a further day, being not less than fourteen clear days from the date of the notice, on or before which, and the place where, payment is to be made and shall state that, in the event of non-payment on or before the day and at the place appointed, the share in respect of which the call was made or instalment is payable will be liable to be forfeited.
- 20.3 The board may accept a surrender of any share liable to be forfeited on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited.

## **21. Forfeiture following non-compliance with notice**

- 21.1 If the requirements of a notice served under the preceding Article are not complied with, any share in respect of which it was given may (before the payment required by the notice is made) be forfeited by a resolution of the board. The forfeiture shall include all dividends declared and other monies payable in respect of the forfeited share and not actually paid before the forfeiture.
- 21.2 If a share is forfeited, notice of the forfeiture shall be given to the person who was the holder of the share or (as the case may be) the person entitled to the share by transmission. Where the forfeited share is held in certificated form, an entry that notice of the forfeiture has been given, with the relevant date, shall be made in the register but no forfeiture shall be invalidated by any omission to give such notice or to make such entry.

## **22. Power to annul forfeiture or surrender**

The board may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon payment of all calls and interest due on or incurred in respect of the share and on such further conditions (if any) as it thinks fit.

## **23. Disposal of forfeited or surrendered shares**

- 23.1 Every share which is forfeited or surrendered shall become the property of the Company and (subject to the provisions of the Statutes) may be sold, re-allotted or otherwise disposed of, upon such terms and in such manner as the board shall decide either to the person who was before the forfeiture the holder of the share or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up. Where for the purposes of its disposal a forfeited share held in certificated form is to be transferred to any person, the board may for the purposes of a disposal authorise some person to execute an instrument of transfer of the forfeited or surrendered share to, or in accordance with the directions of, any person to whom the same has been sold or disposed of. Where for the purposes of its disposal a forfeited share held in uncertificated form is to be transferred to any person, the board may exercise any of the Company's powers under Article 38. The Company may receive the consideration given for the share on its disposal and may register the transferee as holder of the share.
- 23.2 A statutory declaration by a director or the secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming

to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of an instrument of transfer or transfer by means of the relevant system, as the case may be) constitute a good title to the share. The new holder of the share shall not be bound to see to the application of the consideration for the disposal (if any); nor shall his or her title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the share.

**24. Arrears to be paid notwithstanding forfeiture or surrender**

- 24.1 A person, any of whose shares have been forfeited or surrendered, shall cease to be a member in respect of the forfeited or surrendered share and shall, if the forfeited shares are certificated, surrender to the Company for cancellation the certificate for the share forfeited or surrendered, but shall remain liable (unless payment is waived in whole or in part by the board) to pay to the Company all monies payable by him or her on or in respect of that share at the time of forfeiture or surrender, together with interest at such rate as the board shall decide and all costs, charges and expenses incurred by the Company from the time of forfeiture or surrender until payment, in the same manner as if the share had not been forfeited or surrendered. He or she shall also be liable to satisfy all the claims and demands (if any) which the Company might have enforced in respect of the share at the time of forfeiture or surrender. No deduction or allowance shall be made for the value of the share at the time of forfeiture or surrender or for any consideration received on its disposal.
- 24.2 The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only those rights and liabilities expressly saved by these Articles, or as are given or imposed in the case of past members by the Statutes.

**UNTRACED MEMBERS**

**25. Sale of shares of untraced members**

- 25.1 The Company may sell any share of a member, or any share to which a person is entitled by transmission, by giving to a person authorised to conduct business on the London Stock Exchange an instruction to sell it at the best price reasonably obtainable, if:
- (a) during the relevant period at least three dividends have become payable in respect of the share to be sold and have been sent by the Company in accordance with Article 105 (*Method of payment*);
  - (b) no dividend payable during the relevant period in respect of the share has been claimed;
  - (c) during the relevant period no warrant or cheque in respect of the share sent to the registered address and in the manner provided by these Articles for sending such payments has been cashed;

- (d) after the relevant period, the Company has sent a notice to the registered address of the relevant member, stating that the Company intends to sell the share. Before sending such a notice to a member, the Company must have used reasonable efforts to trace the shareholder; and
- (e) during the relevant period and for three months after sending the notice referred to in Article 25.1(d) above, no communication has been received by the Company from the member or the person entitled by transmission to the share.

For the purposes of this Article 25.1 the *relevant period* means the period of 12 years immediately preceding the date of the notice sent pursuant to Article 25.1(d).

25.2 The Company's power of sale shall extend to any further share which on or before the date of the notice sent pursuant to Article 25.1(d), is issued in respect of a share to which Article 25.1 applies (or in respect of any share to which this Article 25.2 applies) if the conditions set out in Article 25.1(a) to Article 25.1(e) (inclusive) have been satisfied in relation to the further share since the date of allotment of the further share but for this purpose the relevant period shall be deemed to be the period commencing on the date of allotment of the further share and ending immediately prior to the notice sent pursuant to Article 25.1(d).

25.3 A sale pursuant to Article 25.1 or 25.2 may be made at such time and price and on such terms as the board may determine and to give effect to any such sale the board may:

- (a) where the shares are held in certificated form, authorise any person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser; or
- (b) where the shares are held in uncertificated form, do all acts and things it considers necessary or expedient to effect the transfer of the shares to, or in accordance with the directions of, the purchaser.

25.4 An instrument of transfer executed by that person in accordance with Article 25.3(a) shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. An exercise by the Company of its powers in accordance with Article 25.3(b) shall be as effective as if exercised by the registered holder of or person entitled by transmission to the shares. The purchaser and the new holder of the share shall not be bound to see to the application of the purchase money; nor shall his or her title to the share be affected by any irregularity in, or invalidity of, the proceedings connected with the sale.

## **26. Application of proceeds of sale**

26.1 Subject to Article 26.2, the net proceeds of sale, after payment of the costs thereof, shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other

person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company can keep any money which it has earned on the net sale proceeds, which the Company may use for any purpose as the board may from time to time decide.

- 26.2 If no valid claim for the proceeds has been received by the Company during a period of two years from the date on which the relevant shares were sold by the Company under this Article, the net proceeds of sale shall be forfeited by such former holder of, or person entitled by transmission to, the shares (and accordingly such person shall no longer be a creditor for such amount). Upon such forfeiture of the net proceeds, the net proceeds shall belong to the Company and the Company shall no longer be obliged to account for the proceeds of sale to the former holder of, or person entitled by transmission to, the shares and shall not be liable to such person in any respect, and the Company shall be entitled to use the proceeds in any way the Board may from time to time think fit.

## **TRANSFER OF SHARES**

### **27. Right to transfer shares**

Subject to these Articles, a member may transfer all or any of his or her shares in any manner which is permitted by the Statutes or in any other manner which is from time to time approved by the board.

### **28. Transfer of certificated shares**

A transfer of a certificated share shall be in writing in the usual common form or in any other form permitted by the Statutes or approved by the board. The instrument of transfer shall be executed by or on behalf of the transferor and, if the certificated share is not fully paid, by or on behalf of the transferee. An instrument of transfer need not be under seal.

### **29. Transfer of uncertificated shares**

Subject to these Articles, a member may transfer an uncertificated share by means of the relevant system or in any other manner which is permitted by the Statutes and is from time to time approved by the board.

### **30. Power to refuse registration of transfers of certificated shares**

- 30.1 The board may, in its absolute discretion, refuse to register any transfer of a certificated share of any class which is not fully paid provided that, where any such shares are admitted to the Official List of the Financial Conduct Authority or to trading on AIM, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis.
- 30.2 The board may also refuse to register any transfer of a certificated share unless the transfer is in respect of one class of shares and is in favour of no more than four transferees and the instrument of transfer, duly stamped (if stampable), is

deposited at the office or such other place as the board may appoint, accompanied by the certificate for the share(s) to which it relates if it has been issued, and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer.

- 30.3 If the board refuses to register a transfer of a share in certificated form, it shall send the transferee notice of its refusal within two months after the date on which the instrument of transfer was lodged with the Company.

**31. Power to refuse registration of transfers of uncertificated shares**

The board may refuse to register any transfer of an uncertificated share where permitted by the Regulations.

**32. Other provisions on transfers**

- 32.1 The transferor shall be deemed to remain the holder of the certificated shares transferred until the name of the transferee is entered in the register in respect of those shares.

- 32.2 No fee shall be charged in respect of the registration of any transfer, probate, letters of administration or other document or instruction relating to or affecting the title to any shares.

- 32.3 Any instrument of transfer which is registered shall, subject to Article 126 (*Destruction of documents*), be retained by the Company, but any instrument of transfer which the board refuses to register shall (except in any case of fraud) be returned to the person depositing the same with the notice of refusal.

**33. Branch register**

- 33.1 Subject to Article 33.2 and to the extent permitted by the Statutes, the Company or the board on behalf of the Company may cause to be kept in any territory a branch register of members resident in such territory and the board may make and vary such regulations as it thinks fit respecting the keeping of any such register.

- 33.2 A member of the Company who holds a share in uncertificated form shall not be entered as the holder of that share on an overseas branch register.

**34. Renunciations of allotment**

Nothing in these Articles shall preclude the board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

**TRANSMISSION OF SHARES**

**35. Transmission on death**

If a member dies, the survivor or survivors where the deceased was a joint holder, and his or her personal representatives where he or she was a sole holder or the only surviving holder, shall be the only person or persons recognised by

the Company as having any title to his or her shares; but nothing in these Articles shall release the estate of a deceased holder (whether a sole or joint holder) from any liability in respect of any share held by him or her solely or jointly.

### **36. Election of person entitled by transmission**

- 36.1 A person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law may, on producing such evidence as the board may require and subject as provided in this Article, elect either to be registered himself as the holder of the share or to have some person nominated by him or her registered as the holder of the share.
- 36.2 If he or she elects to be registered himself, he or she shall give to the Company a notice signed by him or her to that effect. If he or she elects to have another person registered, and the share is a certificated share, he or she shall execute an instrument of transfer of the share to that person.
- 36.3 A person entitled by transmission to a share in uncertificated form who elects to have some other person registered as the holder of the share shall either:
- (a) procure that instructions are given by means of a relevant system to effect transfer of such uncertificated share to that person; or
  - (b) change the uncertificated share into certificated form and execute an instrument of transfer of that certificated share to that person.
- 36.4 All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the person from whom the title by transmission is derived and the death or bankruptcy of the member or other event giving rise to the transmission by operation of law had not occurred.

### **37. Rights of person entitled by transmission**

- 37.1 A person becoming entitled to a share in consequence of a death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law shall, on production of any evidence as to their entitlement properly required by the board and subject to the requirements of Article 36, have the right to receive and give a discharge for any dividends or other monies payable in respect of the share and shall have the same rights in relation to the share as he or she would have if he or she were the holder except that, until he or she becomes the holder, he or she shall not be entitled to attend or vote at any meeting of the Company or any separate general meeting of the holders of any class of shares in the Company.
- 37.2 The board may at any time give notice requiring any such person to elect either to be registered or to transfer the share and, if after 60 days the notice has not been complied with, the board may withhold payment of all dividends or other monies payable in respect of the share until the requirements of the notice have been complied with.

## UNCERTIFICATED SHARES

### 38. Uncertificated shares – general powers

- 38.1 Notwithstanding anything in these Articles to the contrary, any share may be issued, held, registered, converted to or transferred in uncertificated form and may be converted from uncertificated form to certificated form in accordance with the Regulations and the requirements and practices of the Operator of the relevant system.
- 38.2 In relation to any share which is for the time being held in uncertificated form:
- (a) the Company may utilise the relevant system in which it is held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Statutes or these Articles or otherwise in effecting any actions and the board may from time to time determine the manner in which such powers, functions and actions shall be so exercised or effected;
  - (b) any provision in these Articles which is inconsistent with:
    - (i) the holding or transfer of that share in the manner prescribed or permitted by the Statutes;
    - (ii) any other provision of the Statutes relating to shares held in uncertificated form; or
    - (iii) the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system,  
shall not apply;
  - (c) the Company may, by notice to the holder of any such share, require the holder to convert such share into certificated form within such period as may be specified in the notice or, alternatively, may, to the extent permitted by the Regulations, give notice to the Operator of the relevant system requiring such share to be converted into certificated form; and
  - (d) the Company shall not issue a certificate.
- 38.3 Unless the board otherwise determines, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings.
- 38.4 References in these Articles to a requirement to execute or deliver an instrument of transfer or certificate or other document which shall not be appropriate in the case of uncertificated shares shall, in the case of uncertificated shares, be treated as references to a requirement to comply with any relevant requirements of the relevant system and any relevant arrangements or regulations which the board may make from time to time pursuant to Article 38.7.
- 38.5 A class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of



any provision of these Articles or the Regulations which applies only in respect of certificated shares or uncertificated shares.

- 38.6 References in these Articles to instruments of transfer shall, so far as may be consistent with the Regulations and the requirements of the relevant system, include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system relating to the transfer of such shares.
- 38.7 Subject to the Regulations and the requirements of the relevant system, the board may make such arrangements or regulations (if any) as it may from time to time in its absolute discretion think fit in relation to the evidencing and transfer of uncertificated shares or otherwise for the purpose of implementing and/or supplementing the provisions of this Article and the Regulations and the facilities and requirements of the relevant system and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article.
- 38.8 The board may resolve that a class of shares is to become a participating security and may at any time determine that a class of shares shall cease to be a participating security.
- 38.9 Where any class of shares in the capital of the Company is a participating security and the Company is entitled under any provisions of the Statutes or the rules made and practices instituted by the Operator of any relevant system or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any share which is held in uncertificated form, such entitlement (to the extent permitted by the Regulations and the rules made and practices instituted by the Operator of the relevant system) shall include the right to:
- (a) request or require the deletion of any entries in the Operator register of members;
  - (b) require any holder of any uncertificated share which is the subject of any exercise by the Company of any such entitlement, by notice in writing to the holder concerned, to change his or her holding of such uncertificated share into certificated form within such period as may be specified in the notice, prior to completion of any disposal, sale or transfer of such share or direct the holder to take such steps, by instructions given by means of a relevant system or otherwise, as may be necessary to sell or transfer such share;
  - (c) appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such share as may be required to effect a transfer of such share and such steps shall be as effective as if they had been taken by the registered holder of the uncertificated share concerned;
  - (d) otherwise rectify or change the issuer register of members in respect of that share in such manner as may be appropriate; and/or

- (e) take such other action as may be necessary to enable that share to be registered in the name of the person to whom the share has been sold or disposed of or as directed by him or her.

### **39. Share warrants**

- 39.1 The board may issue a share warrant in respect of any fully paid share.
- 39.2 Share warrants must be issued in such form, and executed in such manner, as the board decide.
- 39.3 A share represented by a share warrant may be transferred by delivery of the warrant representing it.
- 39.4 The board may make provision for the payment of dividends in respect of any share represented by a share warrant.
- 39.5 Subject to these Articles, the board may decide the conditions on which any share warrant is issued. In particular, they may:
  - (a) decide the conditions on which new warrants are to be issued in place of warrants which are damaged or defaced, or said to have been lost, stolen or destroyed;
  - (b) decide the conditions on which bearers of warrants are entitled to attend and vote at general meetings;
  - (c) decide the conditions subject to which bearers of warrants may surrender their warrant so as to hold their shares in certificated or uncertificated form instead; and
  - (d) vary the conditions of issue of any warrant from time to time, and the bearer of a warrant is subject to the conditions and procedures in force in relation to it, whether or not they were decided or specified before the warrant was issued.
- 39.6 Subject to the conditions on which the warrants are issued from time to time, bearers of share warrants have the same rights and privileges as they would if their names had been included in the register as holders of the shares represented by their warrants.
- 39.7 The Company must not in any way be bound by or recognise any interest in a share represented by a share warrant other than the absolute right of the bearer of that warrant to that warrant.

## **DISCLOSURE OF INTERESTS IN SHARES**

### **40. Disclosure of interests in shares**

- 40.1 This Article applies where the Company gives to the holder of a share or to any person appearing to be interested in a share a notice requiring any of the information mentioned in section 793 of the CA2006 (a *section 793 notice*).

- 40.2 If a section 793 notice is given by the Company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder, but the accidental omission to do so or the non-receipt of the copy by the holder shall not prejudice the operation of the following provisions of this Article.
- 40.3 If the holder of, or any person appearing to be interested in, any share has been served with a section 793 notice and, in respect of that share (a *default share*), has been in default for a period of 14 days after service of the section 793 notice in supplying to the Company the information required by the section 793 notice, the restrictions referred to below shall apply. Those restrictions shall continue for the period specified by the board provided that such period shall end not later than seven days after the earliest of:
- (a) due compliance to the satisfaction of the board with the section 793 notice; or
  - (b) receipt by the Company of notice that the shareholding has been sold to a third party pursuant to an arm's length transfer, and provided further that the board may waive all or any of such restrictions.
- 40.4 The restrictions referred to above are as follows:
- (a) if the default shares in which any one person is interested or appears to the Company to be interested represent less than 0.25% of the issued shares of the class (calculated exclusive of treasury shares), the holders of the default shares shall not be entitled, in respect of those shares, to attend and vote at a general meeting of the Company or at a separate meeting of the holders of that class of shares or on a poll, either personally or by proxy; or
  - (b) if the default shares in which any one person is interested or appears to the Company to be interested represent at least 0.25% of the issued shares of the class (calculated exclusive of treasury shares), the holders of the default shares shall not be entitled, in respect of those shares:
    - (i) to attend and vote at a general meeting of the Company or at a separate meeting of the holders of that class of shares or on a poll, either personally or by proxy; or
    - (ii) to receive any dividend (including shares issued in lieu of dividend); or
    - (iii) to transfer or agree to transfer any of those shares or any rights in them.
- 40.5 The restrictions in Article 40.4 shall not prejudice the right of either the member holding the default shares or, if different, any person having a power of sale over those shares to sell or agree to sell those shares under an arm's length transfer.
- 40.6 If any dividend is withheld under Article 40.4(b)(ii) the member shall be entitled to receive it as soon as practicable after the restriction contained in Article 40.4(b)(ii) shall cease to apply.

40.7 If, while any of the restrictions referred to above apply to a share, another share is allotted as of right pursuant to the rights attached to such share, the same restrictions shall apply to that other share as if it were a default share. For this purpose, shares which the Company allots, or procures to be offered, pro rata (disregarding fractional entitlements and shares not offered to certain members by reason of legal or practical problems associated with issuing or offering shares outside the United Kingdom) to holders of shares of the same class as the default share shall be treated as shares allotted in right of existing shares from the date on which the allotment is unconditional or, in the case of shares so offered, the date of the acceptance of the offer.

40.8 For the purposes of this Article:

an *arm's length transfer* in relation to any shares is a transfer pursuant to:

- (a) a sale of the whole of the beneficial ownership of those shares to a *bona fide* third party not connected in any respect with the member or with any person appearing to be interested in such shares including any such sale on a recognised investment exchange as defined in the Financial Services and Markets Act 2000 or on any stock exchange outside the United Kingdom on which the shares are listed or normally traded; or
- (b) a takeover offer (being an offer made to all the holders, or all the holders other than the person making the offer and his or her nominees, of the shares in the Company to acquire those shares or a specified proportion of them or to all the holders, or all the holders other than the person making the offer and his or her nominees, of a particular class of those shares to acquire the shares of that class or a specified proportion of them) which relates to those shares;

40.9 For the purpose of this Article:

- (a) the percentage of the issued shares of a class represented by a particular holding shall be calculated by reference to the shares in issue (including any shares held as treasury shares) at the time when the section 793 notice is given;
- (b) sections 820 to 825 of the CA2006 shall apply to determine whether a person has an interest in shares for the purpose of these Articles; and
- (c) a person shall be treated as appearing to be interested in any share if the Company has given to the member holding such share a section 793 notice and either (i) the member has named the person as being interested in the share or (ii) (after taking into account any response to any section 793 notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the share.

40.10 The provisions of this Article are without prejudice to the provisions of section 794 of the CA2006 and, in particular, the Company may apply to the court under section 794(1) of the CA2006 whether or not the provisions of this Article apply or have been applied.

## GENERAL MEETINGS

### 41. Annual general meetings

The board shall convene and the Company shall hold annual general meetings in accordance with the requirements of the Statutes.

### 42. Convening of general meetings

42.1 All meetings other than annual general meetings shall be called general meetings. The board may convene a general meeting whenever it thinks fit.

42.2 A general meeting may also be convened in accordance with Article 78 (*Power to act notwithstanding vacancy*).

42.3 A general meeting shall also be convened by the board on the requisition of members pursuant to the provisions of the Statutes or, in default, may be convened by such requisitions, as provided by the Statutes.

42.4 The board shall comply with the provisions of the Statutes regarding the giving and circulation, on the requisition of members, of notices of resolutions and of statements with respect to matters relating to any resolution to be proposed or business to be dealt with at any general meeting of the Company.

42.5 The board shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place (or places, in accordance with Article 43.7) anywhere in the world determined by it, or in addition by means of electronic facility or facilities determined by it in accordance with Article 43.8, or partly in one way and partly in another.

### 43. Orderly conduct of meetings

43.1 The board (and, at a general meeting, the chair) may both prior to and during any general meeting make any arrangements and impose any requirements or restrictions which it considers appropriate to ensure the security and/or the orderly conduct of any such general meeting held at a physical place, or the health, safety and security of those attending the meeting at a physical place, including, without limitation:

(a) arranging for any person attending any such meeting to be searched, for items of personal property which may be taken into any such meeting to be restricted; and

(b) arranging for any person attending any such meeting to be required to verify their identity.

The board (and, at a general meeting, the chair) are entitled to refuse entry to or exclude from any such general meeting a person (whether or not a member of the Company) who refuses to comply with these arrangements, requirements or restrictions.

- 43.2 If a general meeting is held partly by means of electronic facility or facilities, the board (and, at a general meeting, the chair) may make any arrangement and impose any requirement or restriction that is:
- (a) necessary to ensure the identification of those taking part and the security of the electronic communication; and
  - (b) proportionate to the achievement of those objectives.
- 43.3 The chair of any general meeting of the Company shall take such action as he or she thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting, including, without limitation, asking any person or persons (whether or not a member or members of the Company) to leave the meeting and, if necessary, having such person or persons excluded from the meeting. The decision of the chair on matters relating to the orderly conduct of a meeting and on any other matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his or her determination, acting in good faith, as to whether any matter is of such nature. Nothing in this Article 43.3 shall limit any other power vested in the chair.
- 43.4 The board may make such arrangements as it shall in its absolute discretion consider to be appropriate for any of the following purposes:
- (a) to regulate the level of attendance at any place specified for the holding of a general meeting or any adjournment of such a meeting;
  - (b) to ensure the safety and security of people attending at any such place; or
  - (c) to facilitate attendance at such meeting or adjournment, and may from time to time vary any such arrangements or make new arrangements in their place. Such arrangements may include, without prejudice to the generality of the foregoing, the issue of tickets or the use of some random means of selection or otherwise as the board shall consider to be appropriate.
- 43.5 The board may when specifying the place of the meeting:
- (a) direct that the meeting shall be held at a place specified in the notice at which the chair of the meeting shall preside (***Main Meeting Place***); and
  - (b) make arrangements for simultaneous attendance and participation at a satellite meeting place anywhere in the world.
- 43.6 Such arrangements for simultaneous attendance may include arrangements for regulating the level of attendance in the manner aforesaid at the other place or any of such other places.
- 43.7 The members present in person or by proxy at satellite meeting places pursuant to the provisions of Article 43.5(b) shall be counted in the quorum for, and entitled to vote at, the meeting in question, and that meeting shall be duly constituted and its proceedings shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities are available

throughout the meeting to ensure that members attending all the meeting places are able to:

- (a) participate in the business for which the meeting has been convened;
- (b) hear and see all persons who speak (whether by use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the Main Meeting Place and any satellite meeting place; and
- (c) be heard and seen by all other persons present in the same way.

43.8 The board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation by means of electronic facility or facilities and determine the means, or all different means, of attendance and participation used in relation to a general meeting. The members present in person or by proxy by means of electronic facility or facilities shall be counted in the quorum for, and entitled to participate in, the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including by means of electronic facility or facilities) are able to:

- (a) participate in the business for which the meeting has been convened;
- (b) hear all persons who speak at the meeting; and
- (c) be heard by all other persons present at the meeting.

A member seeking to be present in person or by proxy at a general meeting by means of electronic facility or facilities is responsible for ensuring they have access to and can use the facility or facilities. That meeting shall be duly constituted and its proceedings valid notwithstanding the inability of the member to gain access to or use the facility or facilities, or the loss of access to or use of the facility or facilities during the meeting.

43.9 If it appears to the chair of the meeting that:

- (a) the facilities at the Main Meeting Place or at any satellite meeting places have become inadequate for the purpose referred to in Article 43.7; or
- (b) an electronic facility has become inadequate for the purposes referred to in Article 43.8,

then the chair may, without the consent of the meeting, interrupt or adjourn the meeting. All business conducted at that meeting up to the time of adjournment shall be valid. The provisions of Article 50.2 shall apply to that adjournment.

43.10 The board may make arrangements for persons entitled to attend a general meeting or an adjourned general meeting to be able to view and hear the proceedings of the general meeting or adjourned general meeting and to speak at the meeting (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) by attending at a venue anywhere in the world not being a satellite meeting place. Those attending at any such venue

shall not be regarded as present at the general meeting or adjourned general meeting and shall not be entitled to vote at the meeting at or from that venue. The inability for any reason of any member present in person or by proxy at such a venue to view or hear all or any of the proceedings of the meeting or to speak at the meeting shall not in any way affect the validity of the proceedings of the meeting.

- 43.11 The board may from time to time make any arrangements for controlling the level of attendance at any venue for which arrangements have been made pursuant to Article 43.10 (including without limitation the issue of tickets or the imposition of some other means of selection) it in its absolute discretion considers appropriate, and may from time to time change those arrangements. If a member, pursuant to those arrangements, is not entitled to attend in person or by proxy at a particular venue, the member shall be entitled to attend in person or by proxy at any other venue for which arrangements have been made pursuant to Article 43.10. The entitlement of any member to be present at such venue in person or by proxy shall be subject to any such arrangement then in force and stated by the notice of meeting or adjourned meeting to apply to the meeting.
- 43.12 If after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the board decides that it is impracticable or unreasonable to hold the meeting on the date or at the time or at a declared place (including a satellite meeting place to which Article 43.7 applies), and/or by means of a declared electronic facility, it may postpone the meeting to another date or time and/or change any place and/or electronic facility at which the meeting is to be held. If such a decision is made, the board may then change again any place and/or electronic facility and/or postpone the date or time if it decides that it is reasonable to do so. In any case:
- (a) No new notice of the meeting need be sent but the board must take reasonable steps to advertise the date and time of the meeting, and the means of attendance and participation (including any place and/or electronic facility) for the meeting, which may include advertising that information by means of a notice on the Company's website or an announcement to a regulatory information service (and those means, if both are used in relation to the board's decision, shall be deemed to constitute reasonable steps to advertise for the purpose of this Article) and shall, if practicable, make arrangements for notices of the change of place or places and/or electronic facility or facilities and/or postponement to appear at the original place or places and/or on the original electronic facility or facilities, in each case at the original time; and
  - (b) An appointment of a proxy in relation to a meeting may, if in hard copy form, be delivered to the office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 61.1(a) or, if in electronic form, be received at the address (if any) specified by or on behalf of the Company in accordance with Article 61.1(b), at any time not less than 48 hours before any time appointed for holding the postponed meeting provided



that the board may specify, in any case, that in calculating the period of 48 hours, no account shall be taken of any part of a day that is not a working day.

## **NOTICE OF GENERAL MEETINGS**

### **44. Length and form of notice**

- 44.1 Subject to the provisions of the Statutes, an annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed under the Statutes for the type of meeting concerned.
- 44.2 The notice shall specify the day and time of the meeting and the general nature of the business to be dealt with.
- 44.3 The notice shall specify the physical place or places at which the general meeting shall be held (wholly or partly) (and any satellite meeting place determined in accordance with Article 43.7 shall be identified as such in the notice).
- 44.4 If the board determines that a general meeting shall be held partly by means of electronic facility or facilities, the notice shall specify the means, or all different means, of attendance and participation determined in accordance with Article 43.8 and any access, identification and security arrangements determined in accordance with Article 43.2.
- 44.5 Notice of every general meeting shall be given to all members other than any who, under the provisions of these Articles or the terms of issue of the shares which they hold, are not entitled to receive such notices from the Company, and also to the auditors (or, if more than one, each of them) and to each director.
- 44.6 Every notice of meeting shall state with reasonable prominence that a member entitled to attend, speak and vote at the meeting may appoint one or more proxies to attend, speak and vote at that meeting instead of him or her and that a proxy need not be a member of the Company.

### **45. Amendments to resolutions**

- 45.1 No amendment to a resolution duly proposed as a special resolution (other than a mere clerical amendment to correct an obvious error) may be considered or voted on.
- 45.2 No amendment to a resolution duly proposed as an ordinary resolution may be considered or voted on (other than a mere clerical amendment to correct an obvious error) unless either:
  - (a) at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be considered (which, if the board so specifies, shall be calculated taking no account of any part of a day that is not a working day), notice in writing of the terms of the amendment has been lodged by means of an instrument in hard copy form at the office or to such other place as may be specified

by or on behalf of the Company for that purpose, or received in electronic form at such address (if any) as may for the time being have been specified by or on behalf of the Company for that purpose; or

(b) the chair in their absolute discretion decides that the amendment may be considered and voted on.

45.3 If an amendment shall be proposed to any resolution but shall be ruled out of order by the chair, acting in good faith, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

45.4 With the consent of the chair, an amendment may be withdrawn by its proposer before it is voted on.

#### **46. Omission or non-receipt of notice**

The accidental omission to send a notice of a meeting or resolution, or to send any notification where required by the Statutes or these Articles in relation to the publication of a notice of meeting on a website, or to send a form of proxy where required by the Statutes or these Articles, to any person entitled to receive it, or the non-receipt for any reason of any such notice or notification or form of proxy by that person, whether or not the Company is aware of such omission or non-receipt, shall not invalidate the proceedings at that meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

#### **47. Quorum**

47.1 No business, other than the appointment of a chair, shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.

47.2 Except as otherwise provided by these Articles two persons entitled to attend and to vote on the business to be transacted, each being a member, a person appointed as proxy of a member or a duly authorised representative of a corporation which is a member, shall be a quorum.

47.3 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to such time and with such means of attendance and participation (including at such place and/or by means of such electronic facility) as the chair of the meeting may, subject to the provisions of the Statutes, determine. If at an adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, the meeting shall be dissolved.

#### **48. Chair**

At each general meeting, the chair of the board or, if he or she is absent or unwilling, the deputy chair (if any) of the board or (if more than one deputy chair is present and willing) the deputy chair who has been longest in such office or, if no deputy chair is present and willing, then one of the other directors who

is appointed for the purpose by the board or (failing appointment by the board), by the members present, shall preside as chair of the meeting, but if no director is present within 15 minutes after the time fixed for holding the meeting or, if none of the directors present is willing to preside, the members present and entitled to vote shall choose one of their number to preside as chair of the meeting.

**49. Directors and others entitled to attend and speak**

49.1 Whether or not he or she is a member, a director shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares of the Company.

49.2 The chair of the meeting may permit other persons who are not members or otherwise entitled to exercise the rights of members in relation to general meetings to attend and speak at a general meeting.

**50. Adjournment**

50.1 With the consent of any meeting at which a quorum is present the chair of the meeting may (and if so directed by the meeting shall) adjourn the meeting from time to time or sine die and from place to place.

50.2 In addition, the chair of the meeting may at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or place (including for a combined physical and electronic general meeting, electronic platform) if, in his or her opinion, it would facilitate the conduct of the business of the meeting to do so, notwithstanding that by reason of such adjournment some members may be unable to be present at the adjourned meeting. Any such member may nevertheless appoint a proxy for the adjourned meeting in accordance with Article 61.1.

50.3 Nothing in this Article shall limit any other power vested in the chair to adjourn the meeting.

50.4 Whenever a meeting is adjourned for 30 days or more, at least seven clear days' notice of the adjourned meeting shall be given in any manner in which notice of a meeting may lawfully be given for the time being but otherwise no person shall be entitled to any notice of any adjourned meeting or of the business to be transacted at an adjourned meeting. Such notice shall specify the time of, and means, or all different means, of attendance and participation (including any place and/or electronic facility) for, the adjourned meeting and the general nature of the business to be transacted.

50.5 No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

**51. Method of voting and demand for poll**

51.1 A resolution put to the vote at a general meeting held partly by means of electronic facility or facilities shall, unless the chair of the meeting determines that it shall (subject to the remainder of this Article) be decided on a show of

hands, be decided on a poll. Subject thereto, at a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded. Subject to the provisions of the Statutes, a poll may be demanded by:

- (a) the chair of the meeting;
- (b) by any two directors;
- (c) not less than five members present in person or by proxy having the right to vote on the resolution;
- (d) a member or members present in person or by proxy representing in aggregate not less than 10 per cent. of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or
- (e) a member or members present in person or by proxy holding shares conferring the right to vote on the resolution on which an aggregate sum has been paid up equal to not less than 10 per cent. of the total sum paid up on all the shares conferring that right (excluding any shares in the Company conferring a right to vote at the meeting which are held as treasury shares),

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

51.2 No poll may be demanded in respect of a resolution to elect a chair of the meeting or on a question of adjournment.

51.3 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair 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. 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.

51.4 Unless a poll is demanded (and the demand is not withdrawn before the poll is taken), a declaration by the chair of the meeting that a resolution has been carried, or carried unanimously, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution or withheld.

## **52. Taking a poll**

52.1 If a poll is demanded (and the demand is not withdrawn), it shall be taken at such time (either at the meeting at which the poll is demanded or within 30 days after the meeting), at such place and in such manner as the chair of the meeting shall direct (including by means of such electronic facility) and he or she may appoint scrutineers (who need not be members) and fix a time and means 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.

52.2 A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith at the meeting.

52.3 It shall not be necessary (unless the chair of the meeting otherwise directs) for notice to be given of a poll if the time at and means by which it is to be taken are announced at the meeting at which the poll is demanded. In any other case at least seven clear days' notice shall be given specifying the time and means by which the poll is to be taken.

52.4 On a poll votes may be given either personally or by proxy and a member entitled to more than one vote need not use all his or her votes or cast all the votes he or she uses in the same way.

### **53. Continuance of business after demand for poll**

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 a poll has been demanded.

## **VOTES OF MEMBERS**

### **54. Voting rights**

54.1 Subject to the provisions of these Articles and to any special rights or restrictions as to voting for the time being attached to any shares, on a show of hands:

(a) every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative shall have one vote; and

(b) every proxy appointed by a member shall have one vote save that every proxy appointed by one or more members to vote for the resolution and by one or more other members to vote against the resolution, has one vote for and one vote against.

54.2 Subject to the provisions of these Articles and to any special rights or restrictions as to voting for the time being attached to any shares, on a vote on a resolution on a poll every member present in person or by proxy shall have one vote for every share of which the person is the holder.

### **55. Voting rights of joint holders**

If more than one of the joint holders of a share tenders a vote on the same resolution, whether personally or by proxy, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote(s) of the other joint holder(s); and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the relevant share.

**56. Voting rights of members incapable of managing their affairs**

A member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his or her receiver, curator bonis or other person in the nature of a receiver or curator bonis appointed by that court, and the receiver, curator bonis or other person may vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming the right to vote shall be produced at the office (or at such other place as may be specified for the deposit of appointments of proxy) not later than the last time by which an appointment of a proxy must be deposited in order to be valid for use at the meeting or adjourned meeting or on the holding of the poll at or on which that person proposes to vote and, in default, the right to vote shall not be exercisable.

**57. Voting rights suspended where sums overdue**

Unless the board otherwise decides, a member shall not be entitled to vote, either in person or by proxy, at any general meeting or at any separate general meeting of the holders of any class of shares in the Company in respect of any share held by him or her unless all calls and other sums presently payable by him or her in respect of that share have been paid.

**58. Objections to admissibility of votes**

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is or may be given or tendered, and every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chair of the meeting, whose decision shall be final and conclusive.

**PROXIES AND CORPORATE REPRESENTATIVES**

**59. Proxies and corporate representatives**

59.1 A proxy appointment shall be deemed to entitle the proxy to exercise all or any of the appointing member's rights to attend and to speak and vote at a meeting of the Company in respect of the shares to which the proxy appointment relates. A proxy need not be a member of the Company and a member may appoint more than one proxy in relation to a meeting to attend and to speak and to vote on the same occasion provided that each proxy is appointed to exercise the rights attached to a different share or shares held by a member. References in these Articles to an appointment of a proxy includes references to an appointment of multiple proxies.

59.2 If a member appoints more than one proxy in relation to a meeting (whether by one or more different forms of proxy), each proxy being for a specified number of shares which in aggregate exceeds the number of shares registered in the name of the member, the Company shall have the right either to treat all such proxies as invalid or to treat only some of such proxies as invalid provided that the remaining proxies which are treated as valid are for a specified number of

shares which in aggregate do not exceed the number of shares registered in the name of the member.

- 59.3 Deposit of an appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or on the poll concerned.
- 59.4 Without prejudice to Article 61.8, no appointment of a proxy shall be valid except for the meeting or meetings mentioned in it (including on any poll demanded at any such meeting).
- 59.5 Any corporation which is a member of the Company (in this Article the *grantor*) may, by resolution of its directors or other governing body, authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any separate meeting of the holders of any class of shares. A director of the Company, the secretary of the Company or other person authorised for the purpose by the secretary of the Company may require all or any of such persons to produce a certified copy of the resolution of authorisation of the grantor before permitting him or her to exercise his or her powers. Such person is entitled to exercise (on behalf of the grantor) the same powers as the grantor could exercise if it were an individual member of the Company. Where a grantor authorises more than one person:
- (a) on a vote on a resolution on a show of hands at a meeting of the Company, each authorised person has the same voting rights as the grantor would be entitled to; and
  - (b) where Article 59.5(a) does not apply and more than one authorised person purports to exercise a power in respect of the same shares:
    - (i) if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and
    - (ii) if they do not purport to exercise the power in the same way as each other, the power is treated as not exercised.
- 59.6 The Company shall not be required to check that a proxy or corporate representative votes in accordance with any instructions given by the member by whom he or she is appointed. Any failure to vote as instructed shall not invalidate the proceedings on the resolution.

## **60. Form of proxy**

- 60.1 An appointment of a proxy shall be in writing:
- (a) in hard copy in any usual form or in any other form which the board may approve, executed by the appointor or his or her agent duly authorised in writing, or, if the appointor is a corporation, shall either be executed under its common seal or be signed by some agent or officer authorised for that purpose; or
  - (b) in electronic form; or
  - (c) by means of a website.

60.2 The signature on an appointment of a proxy need not be witnessed.

**61. Deposit of proxy**

61.1 The appointment of a proxy shall:

(a) in the case of an appointment in hard copy form, be delivered personally or by post to the office or such other place within the United Kingdom as may be specified by or on behalf of the Company for that purpose in the notice convening the meeting or in any form of proxy sent by or on behalf of the Company in relation to the meeting, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 43.10) to which it relates; or

(b) in the case of an appointment to be made in electronic form and/or by means of a website, be received at an address specified (or which is deemed by a provision in the CA2006 to have been specified) by such time as may be specified by or on behalf of the Company for the purpose of receiving documents or information in electronic form and/or by means of a website:

(i) in, or by way of note to, the notice convening the meeting;

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

(iii) in any invitation in electronic form to appoint a proxy issued by or on behalf of the Company in relation to the meeting; or

(iv) on a website that is maintained by or on behalf of the Company and identifies the Company,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 43.10) to which it relates; or

(c) in either case, where the poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll; or

(d) if in hard copy form, where a poll is not taken at the meeting at which it is demanded 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 chair or to the secretary or to any director.

61.2 In calculating the periods mentioned in this Article, no account shall be taken of any part of a day that is not a working day as defined in section 1173 of the CA2006.

61.3 Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the board may from time to time permit appointments of a proxy to be made by electronic means and/or by means of a website 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 board may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the board (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 instruction to be made by like means. The board may in addition prescribe the method of 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 board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

- 61.4 An appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so received for the purposes of any meeting shall not be required to be received again for the purposes of any subsequent meeting to which it relates.
- 61.5 Subject to the provisions of the Statutes, where the appointment of a proxy is expressed to have been or purports to have been made, sent or supplied by a person on behalf of the holder of a share:
- (a) the Company may treat the appointment as sufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that holder; and
  - (b) that holder shall, if requested by or on behalf of the Company at any time, send or procure the sending of any written authority under which the appointment has been made, sent or supplied, or a copy of such authority certified notarially or in some other way approved by the board, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid.
- 61.6 An appointment of a proxy which is not delivered or received in accordance with Article 61.1, or in respect of which Article 61.5 has not been complied with, shall be invalid.
- 61.7 No appointment of a proxy shall be valid more than 12 months from the date of execution.
- 61.8 The appointment of a proxy shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The appointment of a proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates, subject to Article 61.7.
- 61.9 Subject to Article 61.10, if two or more valid but differing appointments of proxy are delivered or received in respect of the same share for use on the same resolution, the one which is last delivered or received (regardless of its date or

of the date or time of its execution or transmission) shall be treated as replacing and revoking the others, provided that if the Company determines that it has insufficient evidence to decide whether or not a proxy appointment is in respect of the same share, it shall be entitled to determine which proxy appointment (if any) is to be treated as valid.

61.10 The board may determine at its discretion when an appointment of a proxy shall be treated as delivered or received for the purposes of these Articles.

## **62. Notice of revocation of proxy**

62.1 Notice of the revocation of the appointment of a proxy may be given in any lawful manner which complies with the regulations (if any) made by the board to govern the revocation of a proxy.

62.2 The termination of the authority of a person to act as a proxy or duly authorised representative of a corporation does not affect:

- (a) whether they count in deciding whether there is a quorum at a meeting;
- (b) the validity of anything they do as chair of a meeting;
- (c) the validity of a poll they demand at a meeting; or
- (d) the validity of a vote they give at a meeting.

62.3 A vote cast or a poll demanded by a proxy or by the duly authorised representative of a corporation shall not be rendered invalid by reason of the death or mental disorder of the appointor or by the revocation of the proxy or the authority under which the proxy was executed or, pending registration thereof, by the transfer of the share in respect of which the vote is cast or the poll is demanded unless notice of such death, mental disorder or revocation or of the transfer shall have been received by the Company not later than the latest time at which the proxy would need to have been delivered to or received by the Company in order to be valid for use at the meeting or adjourned meeting at which the proxy is used, or in the case of a poll, not later than the latest time at which the proxy would need to have been delivered to or received by the Company to enable the proxy to vote on the poll. Such notice of determination shall be either in hard copy form, delivered to the office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 61.1(a) or in electronic form received at the address (if any) specified by or on behalf of the Company in accordance with Article 61.1(b), regardless of whether any relevant appointment of a proxy was effected in hard copy or electronic form.

## **DIRECTORS**

### **63. Number of directors**

The directors (other than alternate directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be less than four but there shall be no maximum number of directors.

**64. Directors need not be members**

A director need not be a member of the Company.

**65. Age of directors**

Subject to the Statutes, no person shall be disqualified from being appointed a director, and no director shall be required to vacate that office, by reason only of his or her age.

**APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS**

**66. Appointment of directors**

66.1 Subject to the provisions of these Articles, any person who is willing to act to be a director, either to fill a vacancy or as an additional director may be appointed by:

- (a) the Company by ordinary resolution; or
- (b) the board.

Unless otherwise agreed by the board, the appointment of a person to fill a vacancy or as an additional director shall take effect from the end of the meeting.

66.2 No person (other than a director retiring for any reason) shall be appointed or re-appointed a director at any general meeting unless:

- (a) he or she is recommended by the board; or
- (b) not less than seven nor more than 42 clear days before the date appointed for the meeting there has been given to the Company, by a member (other than the person to be proposed) entitled to vote at the meeting, notice of his or her intention to propose a resolution for the appointment of that person, stating the particulars which would, if he or she were so appointed, be required to be included in the Company's register of directors and a notice executed by that person of his or her willingness to be appointed.

**67. Separate resolutions for appointment of each director**

Except as otherwise authorised by the Statutes, every resolution of a general meeting for the appointment of a director shall relate to one named person and a single resolution for the appointment of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

**68. Annual retirement of directors**

68.1 At each annual general meeting all the directors at the date of notice convening the annual general meeting shall retire from office.

68.2 A retiring director shall, if willing to act, be eligible for appointment or re-appointment by the members and (unless he or she is removed from office or

his or her office is vacated in accordance with these Articles) shall retain office until the close of the meeting at which he or she retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his or her place or the resolution to appoint or re-appoint him or her is put to the meeting and lost.

68.3 If at any meeting at which the appointment of a director ought to take place the office vacated by a retiring director is not filled, the retiring director, if willing to act, shall be deemed to be appointed or re-appointed, unless at the meeting a resolution is passed not to fill the vacancy or to appoint another person in his or her place or unless the resolution to appoint or re-appoint him or her is put to the meeting and lost.

68.4 If:

- (a) any resolution or resolutions for the appointment or re-appointment of the persons eligible for appointment or re-appointment as directors are put to the annual general meeting and lost, and
- (b) at the end of that meeting the number of directors is fewer than any minimum number of directors required under Article 63,

all retiring directors who stood for appointment or re-appointment at that meeting (the **Retiring Directors**) shall be deemed to have been appointed or re-appointed as directors and shall remain in office, but the Retiring Directors may only:

- (c) act for the purpose of filling vacancies and convening general meetings of the Company; and
- (d) perform such duties as are appropriate to maintain the Company as a going concern and to comply with the Company's legal and regulatory obligations,

but not for any other purpose.

68.5 The Retiring Directors shall convene a general meeting as soon as reasonably practicable following the annual general meeting referred to in Article 68.4, and they shall retire from office at that meeting. If at the end of any meeting convened under this Article the number of directors is fewer than any minimum number of directors required under Article 63, the provisions of Article 68.4 and this Article shall also apply to that meeting

## **69. Removal of directors**

69.1 The Company may by ordinary resolution of which special notice has been given in accordance with the Statutes, remove any director before his or her period of office has expired notwithstanding anything in these Articles or in any agreement between him or her and the Company. The Company may, by ordinary resolution, appoint another person in place of a director removed from office in accordance with this Article. In default of such appointment the vacancy arising on the removal of a director from office may be filled as a casual vacancy.

- 69.2 A director may also be removed from office by the service on him or her of a notice to that effect signed by all the other directors (which, for the avoidance of doubt, may be signed in counterpart).
- 69.3 Any removal of a director under this Article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between him or her and the Company.

**70. Vacation of office of director**

Without prejudice to the provisions of these Articles for retirement or removal, the office of a director shall be vacated:

- (a) if he or she ceases to be a director by virtue of any provision of CA2006 or is prohibited by law from being a director;
- (b) if he or she becomes bankrupt or he or she makes any arrangement or composition with his or her creditors generally in satisfaction of his or her debts;
- (c) if a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (d) if for more than six consecutive months he or she is absent (whether or not an alternate director attends in his or her place), without special leave of absence from the board, from meetings of the board held during that period and the board resolves that his or her office be vacated;
- (e) if he or she serves on the Company notice of his or her wish to resign, in which event he or she shall vacate office on the service of that notice on the Company or at such later time as is specified in the notice;
- (f) if he or she receives notice executed by not less than three quarters of the other directors stating that that he or she should cease to be a director. In calculating the number of directors who are required to give such notice to the director, (i) an alternate director appointed by that director acting in their capacity as such shall be excluded; and (ii) a director and any alternate director appointed by that director and acting in their capacity as such shall constitute a single director for this purpose, so that notice by either shall be sufficient; or
- (g) the directors pass a resolution stating that, in their opinion, any supermarket or supermarket company whose management the director is involved in, or whom he or she is acting as an agent for, is in competition with the Company. Such a director will cease to be a director if he or she does not end his or her connection with that supermarket or supermarket company, and satisfy the board that he or she has done so, within 30 days of the resolution.

## **71. Executive directors**

- 71.1 The board may appoint one or more directors to hold any executive office (except that of auditor) or employment under the Company (including that of chair, deputy chair, chief executive or managing or joint managing or deputy or assistant managing director) for such period (subject to the provisions of the Statutes) and on such terms as it may decide and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any contract of service between the director and the Company.
- 71.2 The remuneration of a director appointed to any executive office or employment shall be fixed by the board and may be by way of salary, commission, participation in profits or otherwise and either in addition to or inclusive of his or her remuneration as a director.
- 71.3 A director appointed to any executive office or employment shall automatically cease to hold that office if he or she ceases to be a director but without prejudice to any rights or claims which they may have against the Company by reason of such cessation.

## **ALTERNATE DIRECTORS**

### **72. Power to appoint alternate directors**

- 72.1 Each director (other than an alternate director) may appoint another director or any other person who is willing to act as his or her alternate and may remove him or her from that office. The appointment as an alternate director of any person who is not himself a director shall be subject to the approval of a majority of the directors or a resolution of the board.
- 72.2 An alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of which the director appointing him or her is a member, to attend and vote at any such meeting at which the director appointing him or her is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his or her appointor as a director (except as regards power to appoint an alternate) and for the purposes of the proceedings at the meeting the provisions of these Articles shall apply as if he or she were a director. It shall not be necessary to send notice of such a meeting to an alternate director who is absent from the United Kingdom.
- 72.3 Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to directors and shall alone be responsible to the Company for his or her acts and defaults and shall be entitled to be indemnified by the Company to the same extent as if he or she were a director but shall not be entitled to receive from the Company any fee in his or her capacity as an alternate director, but may be, at the discretion of the board, paid expenses.
- 72.4 Every person acting as an alternate director shall have one vote for each director for whom he or she acts as alternate (and who is not present), in addition to his

or her own vote if he or she is also a director, but he or she shall count as only one for the purpose of determining whether a quorum is present.

- 72.5 Any person appointed as an alternate director shall vacate his or her office as alternate director if the director by whom he or she has been appointed vacates his or her office as director (otherwise than by retirement at a general meeting of the Company at which he or she is re-elected) or removes him or her by notice to the Company or on the happening of any event which, if he or she is or were a director, causes or would cause him or her to vacate that office or if they resign their office by notice to the Company.
- 72.6 Every appointment or removal of an alternate director shall be by notice in writing by the appointor (or in any other manner approved by the board) and shall be effective in accordance with the terms of the notice (subject to Article 72.1) upon receipt by the secretary or at a meeting of the board which shall be in hard copy form or in electronic form sent to such address (if any) for the time being specified by or on behalf of the Company for that purpose.

### **REMUNERATION, EXPENSES AND PENSIONS**

#### **73. Remuneration of directors**

The directors (other than any director who for the time being holds an executive office of employment with the Company or a subsidiary of the Company) shall be paid out of the funds of the Company by way of remuneration for their services as directors such fees not exceeding in aggregate £3,000,000 per annum (or such larger sum as the Company may, by ordinary resolution, determine) as the directors may decide to be divided among them in such proportion and manner as they may agree or, failing agreement, equally. Any fee payable under this Article shall be distinct from any remuneration or other amounts payable to a director under other provisions of these Articles and shall accrue from day to day.

#### **74. Special remuneration**

- 74.1 The board may (without prejudice to the provisions of Article 73) grant special remuneration to any director who does not hold executive office and who performs any special or extra services to or at the request of the Company.
- 74.2 Such extra or special remuneration may be paid by way of lump sum, salary, commission, participation in profits or otherwise as the board may decide in addition to any remuneration provided for by or pursuant to any other Article.

#### **75. Expenses**

A director shall be paid out of the funds of the Company all travelling, hotel and other expenses properly incurred by him or her in connection with the exercise of his or her powers and discharge of his or her duties, including his or her expenses of travelling to and from meetings of the board, committee meetings, general meetings and separate meetings of the holders of any class of securities of the Company.

**76. Pensions and other benefits**

The board may exercise all the powers of the Company to pay, provide or procure the grant of pensions or other retirement or superannuation benefits and death, disability or other benefits, allowances or gratuities to any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any Associated Company or of the predecessors in business of the Company or any Associated Company or the relatives (including a spouse, civil partner, a former spouse and a former civil partner) or dependants of any such person. For that purpose the board may procure the establishment and maintenance of, or participate in or contribute to, any non-contributory or contributory pension or superannuation fund, scheme or arrangement and pay insurance premiums. No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a director.

**POWERS OF THE BOARD**

**77. General powers of the board to manage company's business**

77.1 The business of the Company shall be managed by the board which may exercise all the powers of the Company, subject to the provisions of the Statutes and these Articles or by any directions given by the Company from time to time by special resolution required to be exercised by the Company in a general meeting. No alteration of these Articles and no such direction shall invalidate any prior act of the board which would have been valid if the alteration had not been made or that direction had not been given.

77.2 The powers given by this Article shall not be limited by any special authority or power given to the board by any other Article.

**78. Power to act notwithstanding vacancy**

The continuing directors or the sole continuing director at any time may, unless Article 68.4 applies, act notwithstanding any vacancy in their number; but, if the number of directors is less than the minimum number fixed by or in accordance with these Articles, they or he or she may act for the purpose of filling up vacancies or calling a general meeting of the Company, but not for any other purpose. If no director is able to act, then any two members may summon a general meeting for the purpose of appointing directors.

**79. Provisions for employees**

The board may exercise any of the powers conferred by the Statutes to make provision for the benefit of any 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 any of its subsidiaries. Any such provision shall be made by a resolution of the board in accordance with section 247 of the Act.



**80. Power to change name**

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

**81. Power to borrow money**

81.1 The board may, subject as provided below, exercise all the powers of the Company to borrow money, to guarantee, to indemnify and to mortgage or charge all or any part of its undertaking, property, assets (both present and future) 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.

81.2 The board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (but as regards subsidiary undertakings only so far as by such exercise the board can secure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Company and/or any of its subsidiaries (exclusive of moneys borrowed by the Company from and for the time being owing to any such subsidiary or by any such subsidiary from and for the time being owing to the Company or another such subsidiary) shall not at any time, except with the previous sanction of an ordinary resolution of the Company, exceed two times the share capital and consolidated reserves.

81.3 Share capital and consolidated reserves means at any time the amount standing to the credit of the share capital account of the Company plus the aggregate amount standing to the credit of the consolidated capital and revenue reserves (including any share premium account or capital redemption reserve fund) and the consolidated profit and loss account of the Company and its subsidiaries all as shown in the latest audited consolidated accounts of the Company and its subsidiaries, but (i) adjusted as may be necessary and appropriate to take account of any increase in or reduction of such share capital or reserves since the date to which the consolidated balance sheet incorporated in such accounts shall have been made up and any distributions (other than to the Company or another subsidiary) out of profits earned down to the date of such balance sheet and not provided for in such balance sheet; (ii) excluding any sums set aside for taxation and any amounts attributable to minority interests in subsidiaries. The certified opinion of the auditors as to the amount of the share capital and consolidated reserves or to the effect that the limit imposed by this Article has not been or will not be exceeded at any time shall be conclusive and binding on all concerned.

81.4 No person dealing with the Company or any of its subsidiaries shall by reason of this Article be concerned to see or inquire whether this 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 limit had been or would as a result be exceeded.

## **DELEGATION OF BOARD'S POWERS**

### **82. Delegation to individual directors**

The board may entrust to and confer upon any director any of its powers, authorities and discretions (with power to sub-delegate) on such terms and conditions as it thinks fit and may revoke or vary all or any of them, but no person dealing in good faith shall be affected by any revocation or variation.

### **83. Committees**

83.1 The board may delegate any of its powers, authorities and discretions (with power to sub-delegate) including without prejudice to the generality of the foregoing all powers, authorities and discretions whose exercise involves or may involve the payment of remuneration to, or the conferring of any other benefit on, all or any of the directors to any committee consisting of such person or persons (whether directors or not) as it thinks fit, provided that the majority of the members of the committee are directors and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are directors. The board may make any such delegation on such terms and conditions as it thinks fit and may revoke or vary any such delegation and discharge any committee wholly or in part, but no person dealing in good faith shall be affected by any revocation or variation. Insofar as any such power or discretion is delegated to a committee, any reference in these Articles to the exercise by the directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such committee. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations that may be imposed on it by the board.

83.2 The proceedings of a committee with two or more members shall be governed by any regulations imposed on it by the board and (subject to such regulations) by the provisions of these Articles regulating the proceedings of the board so far as they are capable of applying.

### **84. Local boards**

84.1 The board may establish any local or divisional board or agency for managing any of the affairs of the Company whether in the United Kingdom or elsewhere and may appoint any persons to be members of a local or divisional board, or to be managers or agents, and may fix their remuneration.

84.2 The board may delegate to any local or divisional board, manager or agent any of its powers, authorities and discretions, other than its power to make calls, forfeit shares, borrow money or issue shares or other securities, and may authorise the members of any local or divisional board (with power to sub-delegate) or any of them to fill any vacancies and to act notwithstanding vacancies.

84.3 Any appointment or delegation under this Article may be made on such terms and subject to such conditions as the board thinks fit and the board may remove

any person so appointed, and may revoke or vary any delegation, but no person dealing in good faith shall be affected by the revocation or variation.

**85. Powers of attorney**

The board may by power of attorney or otherwise appoint any person to be the agent of the Company on such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The board may remove any person appointed under this Article and may revoke or vary the delegation, but no person dealing in good faith shall be affected by the revocation or variation.

**86. Designation as “director”**

The board may, at any time and from time to time, appoint any person (not being a director) to any executive position or employment under the Company having a title or designation which includes the word “director” and may terminate any such appointment or the use of any such designation or title. The inclusion of the word “director” in the title or designation of any such position or employment shall not imply that the holder is a director of the Company or that he or she is authorised or empowered to act as, or is liable as, a director of the Company in any respect and he or she shall not be deemed to be a director for any purpose.

**DIRECTORS’ INTERESTS**

**87. Directors’ interests and voting**

87.1 Subject to the provisions of the Statutes a director shall not be disqualified by his or her office from entering into any contract with the Company, either with regard to his or her tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise. Subject to the interest of the director being duly declared, a contract entered into by or on behalf of the Company in which any director is in any way interested shall not be liable to be avoided; nor shall any director so interested be liable to account to the Company for any benefit resulting from the contract by reason of the director holding that office or of the fiduciary relationship established by his or her holding that office.

87.2 A director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his or her office of director for such period (subject to the provisions of the Statutes) and upon such terms as the board may decide and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the board may decide, either in addition to or in lieu of any remuneration under any other provision of these Articles.

87.3 A director may be or become a member or director of, or hold any other office or place of profit under, or otherwise be interested in, any other company in which the Company may be interested and shall not be liable to account to the

Company for any benefit received by him or her as a member or director of, or holder of any other office or place of profit under, or his or her other interest in, that company.

- 87.4 The board may cause the voting rights conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the directors or any of them as directors or officers of the other company or voting or providing for the payment of any benefit to the directors or officers of the other company).
- 87.5 A director may act by himself or his or her firm in a professional capacity for the Company (except as auditor) and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she were not a director.
- 87.6 If a director is in any way, directly or indirectly, interested in a proposed or existing transaction or arrangement with the Company, he or she must declare the nature and extent of that interest in accordance with the Statutes.
- 87.7 A director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his or her own appointment (including fixing or varying its terms), or the termination of his or her own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each director and in that case each of the directors concerned (if not otherwise debarred from voting under this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his or her own appointment or the termination of his or her own appointment.
- 87.8 A director shall not be entitled to vote on a resolution (or attend or count in the quorum at those parts of a meeting regarding such resolution) relating to a transaction or arrangement with the Company in which he or she is interested, save:
- (a) where the other directors resolve that the director concerned should be entitled to do so in circumstances where they are satisfied that the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (b) in any of the following circumstances:
    - (i) the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by the director or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
    - (ii) the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary

undertakings for which the director has himself assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

- (iii) any contract concerning an offer of shares, debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase in which offer the director is or may be entitled to participate as a holder of securities or he or she is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
- (iv) any contract in which the director is interested by virtue of his or her interest in shares, debentures or other securities of the Company or otherwise in or through the Company;
- (v) any contract concerning any other company in which the director is interested, directly or indirectly and whether as an officer, shareholder, creditor or otherwise, unless the company is one in which he or she has a relevant interest and for this purpose:
  - (A) a company shall be deemed to be one in which a director has a relevant interest if and so long as he or she (together with persons connected with him or her within the meaning of sections 252 to 255 of the CA2006) to his or her knowledge holds an interest in shares (as determined pursuant to sections 820 to 825 of the CA2006) representing 1% or more of any class of the equity share capital of that company or of the voting rights available to members of that company or if he or she can cause 1% or more of those voting rights to be exercised at his or her direction; and
  - (B) where a company in which a director is deemed for the purposes of this Article to have a relevant interest is materially interested in a contract, he or she shall also be deemed to be materially interested in that contract;
- (vi) any contract relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him or her any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
- (vii) any contract concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to directors and employees of the Company and/or of any of its subsidiary undertakings and does not provide in respect of any director as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;

- (viii) any contract concerning the adoption, modification or operation of an employees' share scheme; and
- (ix) any proposal concerning the purchase or maintenance of insurance for the benefit of persons including directors.

- 87.9 In the case of an alternate director, an interest of his or her appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has.
- 87.10 If any question arises at any meeting as to the entitlement of any director (other than the chair of the meeting) to vote, count in the quorum or attend any part of the meeting and the question is not resolved by such director voluntarily agreeing to abstain from voting, the question shall be referred to the chair of the meeting and his or her ruling in relation to the director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned, so far as known to him or her, has not been fairly disclosed. If any question shall arise in respect of the chair of the meeting and is not resolved by his or her voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the board (for which purpose the chair shall not be counted in the quorum and shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chair, so far as known to him or her, has not been fairly disclosed.
- 87.11 In this Article references to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.
- 87.12 For the purpose of Article 87.8 there shall be disregarded any shares held by the director as bare or custodian trustee and in which he or she has no beneficial interest, any shares comprised in a trust in which his or her interest is in reversion or remainder if and so long as some other person is entitled to receive the income of the trust and any shares comprised in an authorised unit trust scheme (as defined in FSMA as from time to time amended or re-enacted) in which he or she is interested only as a unit holder.
- 87.13 In this Article 87, a director is treated as being interested in a transaction or arrangement with the Company in which a person connected with that director within the meaning of section 252 CA2006 is interested and the director is aware of such interest or having regard to the circumstances, the director ought reasonably to have been aware of it.

## **88. Authorisation of conflicts of interest**

- 88.1 In this Article, a "conflict of interest" means, in relation to any person, an interest or duty which that person has which directly or indirectly conflicts or may conflict with the interests of the Company or the duties owed by that person to the Company but excludes a conflict of interest arising in relation to a transaction or arrangement with the Company (to which the provisions of Article 87 apply).

- 88.2 Where a situation occurs or is anticipated to occur which gives rise or may give rise to a conflict of interest on the part of any director (*Conflicted Director*) (other than a situation which cannot reasonably be regarded as likely to give rise to a conflict of interest), the matter shall be referred to the directors other than the Conflicted Director (the *Non-Conflicted Directors*).
- 88.3 The Non-Conflicted Directors shall meet to consider the matter as soon as practicable after the matter is referred to them and they have received all relevant particulars relating to the situation. The quorum for a meeting of the Non-Conflicted Directors shall be the same as for a meeting of the board.
- 88.4 The Non-Conflicted Directors shall have authority to authorise any matter which gives rise to the conflict of interest concerned on such terms as they think fit. Any terms on which the matter in question is authorised may be varied by the Non-Conflicted Directors from time to time and the Non-Conflicted Directors may revoke such authority at any time insofar as it has not already been acted on. The Non-Conflicted Directors shall communicate their decisions promptly to each Conflicted Director.
- 88.5 A Conflicted Director shall not be entitled to any information which is relevant to the matter giving rise to the conflict of interest except to the extent authorised by the Non-Conflicted Directors.
- 88.6 Where a matter giving rise to a conflict of interest is authorised by the Non-Conflicted Directors, the Conflicted Director shall:
- (a) be released from any duty to disclose to the Company any confidential information relating to the matter in question which he or she receives or has received from a third party;
  - (b) save as otherwise determined by the Non-Conflicted Directors, be released from any duty to attend or remain in attendance at board meetings when the matter giving rise to a conflict of interest is due to be discussed; and
  - (c) save as otherwise determined by the Non-Conflicted Directors at the time when they authorise the matter, not be accountable to the Company for any benefit which he or she derives from such matter (excluding a benefit conferred on the director by a third party by reason of his or her being a director of the Company or by reason of his or her doing or not doing anything as a director of the Company).
- 88.7 Any confidential information which a Conflicted Director has received from the Company or in his or her capacity as a director of the Company shall not be disclosed by him or her to any third party except insofar as permitted by the Non-Conflicted Directors.
- 88.8 The directors may authorise a matter which may give rise to a conflict of interest on the part of a person who is proposed to be appointed as a director to the board and any authorisation of such matter by the directors shall promptly be communicated to such person and shall apply to him or her on his or her appointment as a director.

- 88.9 A director shall not be regarded as having a conflict of interest by reason of his or her also being a director of or holding any other position with another Group Company and the director shall not be in breach of any duty to the Company by reason of his or her disclosure of any information to the other Group Company or by anything done by the other Group Company including the exploitation of any property, information or opportunity following any such disclosure to it by the director. The directors may resolve that a specified company shall no longer be treated as a Group Company for the purposes of this Article.

## **PROCEEDINGS OF THE BOARD**

### **89. Board meetings**

The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary at the request of a director at any time shall, summon a board meeting.

### **90. Notice of board meetings**

Notice of a board meeting shall be given to each director and shall be deemed to be properly given to a director if it is given to him or her personally or by word of mouth or sent in hard copy form to him or her at his or her last known address or any other address given by him or her to the Company for this purpose or sent in electronic form to him or her at an address given by him or her to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request to the board that notices of board meetings shall during his or her absence be sent in hard copy or electronic form to him or her (or to his or her alternate) at an address given by him or her to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively.

### **91. Quorum**

The quorum necessary for the transaction of the business of the board may be fixed by the board and, unless so fixed at any other number, shall be three. A person who holds office only as an alternate director may, if their appointor is not present, be counted in the quorum. Subject to the provisions of these Articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

### **92. Chair or deputy chair to preside**

The chair, or failing him or her any deputy chair (the senior in office taking precedence, if more than one is present), shall, if present and willing, preside at all meetings of the board but, if no chair or deputy chair has been appointed or if he or she is not present within five minutes after the time fixed for holding



the meeting or is unwilling to act as chair of the meeting, the directors present shall choose one of their number to act as chair of the meeting.

**93. Competence of meetings**

A meeting of the board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the board.

**94. Voting**

Questions arising at any meeting of the board shall be determined by a majority of votes. In the case of an equality of votes the chair of the meeting shall have a second or casting vote, unless he or she is not, in accordance with the Articles, to be counted as participating in the decision-making process for quorum, voting or agreement purposes, in which case the deputy chair shall have a second or casting vote.

**95. Telephone and video conference meetings**

95.1 Without prejudice to the first sentence of Article 89, a meeting of the board may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:

- (a) to hear each of the other participating directors addressing the meeting; and
- (b) if he or she wishes, to address all of the other participating directors simultaneously, whether by conference telephone or by video conference or by any other form of communications equipment (whether in use when these Articles are adopted or developed subsequently) or by a combination of any such methods.

95.2 A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum, subject to the provisions of Article 91 (*Quorum*).

95.3 A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chair of the meeting participates.

**96. Resolutions in writing**

96.1 Any director may propose a directors' written resolution and the secretary must propose a written resolution if a director so requests.

96.2 A resolution in writing signed by all the directors who are entitled to notice of a meeting of the board or of a committee of the board, to attend such meeting and to vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the board or (as the case may be) a committee of the board duly called and constituted provided that the number of directors signing the resolution is not less than the number of directors required for a quorum necessary for the transaction of the business of the board. The resolution may

be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For the purpose of this Article:

- (a) a resolution may be constituted by an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and
- (b) a resolution may consist of several instruments each executed by one or more directors, each sent by one or more directors, or a combination of both;
- (c) a resolution that is executed by an alternate director need not also be executed by his or her appointor; and
- (d) if a director signifies their agreement to the proposed written resolution, an alternate director appointed by the director need not also signify their agreement in that capacity.

**97. Validity of acts of directors in spite of formal defect**

All acts *bona fide* done by the board, or of a committee, or by any person acting as a director or alternate director or member of a committee, shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or alternate director or of the person so acting, or that they or any of them were disqualified or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and qualified to be a director and had continued to be a director or alternate director or member of the committee and had been entitled to vote.

**98. Minutes**

98.1 The board shall cause minutes to be recorded in writing for the purpose:

- (a) of all appointments of officers made by the board;
- (b) of the names of all the directors present at each meeting of the board and of any committee; and
- (c) of all resolutions and proceedings of all meetings of the Company and of any class of members, and of the directors and of any committee (including any meetings held in accordance with Article 95 (*Telephone and Video Conference Meetings*)).

98.2 The secretary must ensure that all resolutions of the board passed otherwise than at board meetings are kept for at least ten years.

## **SECRETARY**

### **99. Secretary**

The secretary shall be appointed by the board for such term, at such remuneration and on such conditions as it thinks fit, and the board may remove from office any person so appointed (without prejudice to any claim for damages for breach of any contract between him or her and the Company). If thought fit two or more persons may be appointed as joint secretaries. The board may also appoint from time to time on such terms as it may think fit one or more deputy and/or assistant secretaries.

## **SEAL**

### **100. Seal**

100.1 The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the board.

100.2 The board shall provide for the safe custody of every seal of the Company.

100.3 A seal shall be used only by the authority of the board or a duly authorised committee. The board may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.

100.4 Unless otherwise decided by the board:

- (a) certificates for shares, debentures or other securities of the Company need not be signed; and
- (b) every other instrument to which a seal is applied shall be signed by at least one authorised person in the presence of a witness who attests the signature.

100.5 For the purpose of this Article, an authorised person is:

- (a) any director;
- (b) the secretary; or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **AUTHENTICATION OF DOCUMENTS**

### **101. Authentication of documents**

Any director or the secretary or any person appointed by the board for the purpose shall have power to authenticate any document, whether in hard copy or electronic form, affecting the constitution of the Company and any resolution passed at a general meeting or at a meeting of the board or any committee, and

any book, record, document or account relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any book, record, document or account is elsewhere than at the office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the board as aforesaid. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified as aforesaid, whether in hard copy or electronic form, shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

## **DIVIDENDS**

### **102. Declaration of dividends by the company**

The Company may, by ordinary resolution, declare a dividend to be paid to the members, according to their respective rights and interest in the profits, and may fix the time for payment of such dividend, but no dividend shall exceed the amount recommended by the board.

### **103. Fixed and interim dividends**

The board may pay such interim dividends as appear to the board to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by the board, whenever the financial position of the Company, in the opinion of the board, justifies its payment. If the board acts in good faith, none of the directors shall incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.

### **104. Calculation and currency of dividends**

104.1 Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:

- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share;
- (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; and
- (c) dividends may be declared or paid in any currency.

104.2 The board may agree with any member that dividends which may at any time or from time to time be declared or become due on his or her shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other

currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

## **105. Method of payment**

105.1 The Company may, at its sole discretion, pay any dividend or other sum payable in respect of a share by such method or combination of methods as the board, in its absolute discretion, may decide. Different methods of payment may apply to different holders or groups of holders. Without limiting any other method of payment that the board may decide, the board may decide that payment shall be made wholly or partly:

- (a) by inter-bank transfer or by electronic means or by any other means to an account (of a type approved by the board) nominated by the holder in writing or in such other manner as the board may decide; or
- (b) in respect of an uncertificated share, by means of the relevant system (subject to the facilities and requirements of the relevant system); or
- (c) by cheque or warrant or any similar financial instrument made payable to or to the order of the holder.

105.2 If the board decides in accordance with Article 105.1 that more than one method of payment of a dividend or other moneys payable in respect of a share may be used to pay any holder or group of holders, the Company may notify the relevant holders:

- (a) of the methods of payment decided by the board; and
- (b) that the holders may nominate one of these methods of payment in writing or in such other manner as the board may decide;

and if any holder does not nominate a method of payment pursuant to Article 105.1(b), the dividend or other moneys may be paid by such method as the board may decide.

105.3 If the board decides in accordance with Article 105.1 that only one method of payment of a dividend or other moneys payable in respect of a share may be used to pay any holder or group of holders, the Company may notify the relevant holders accordingly.

105.4 If the directors decide that payments will be made by transfer to an account (of a type approved by the directors) and no such account is nominated by a holder or joint holders or if such an account is nominated by a holder or joint holders but a transfer into that nominated account is rejected or refunded, the Company may credit the amount payable to an account of the Company to be held until the holder or joint holders nominate a valid account. An amount credited to an account under this Article 105.4 is to be treated as having been paid to the holder or joint holders at the time it is credited to that account. The Company will not be a trustee of the money and no interest will accrue on the money. The Company is treated as having paid a dividend if a payment using electronic or other means approved by the directors is made in accordance with instructions given to the Company.

- 105.5 Any joint holder or other person jointly entitled to any share may give an effective receipt for all dividends and other monies paid in respect of the share.
- 105.6 If any such cheque, dividend warrant or other form of payment has or is alleged to have been lost, stolen or destroyed, the board may, at the request of the person entitled to such monies, issue a replacement cheque or dividend warrant or make payment in some other form, subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the board may think fit.
- 105.7 Any payment in the case of an uncertificated share, 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, may be made by means of the relevant system (subject always to the facilities and requirements of the relevant system) and without prejudice to the generality of the foregoing such payment may be made by the sending by the Company or any person on its behalf of an instruction to the Operator of the relevant system to credit the cash memorandum account (being an account so designated by the Operator of the relevant system) of the holder or joint holders of such shares; and the making of a payment by means of the relevant system shall be a good discharge to the Company.
- 105.8 Any dividend or other sum payable in respect of a share may be paid to a person or persons entitled by transmission to that share as if he or she or they were the holder or joint holders of that share and his or her address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.

**106. Dividends not to bear interest**

No dividend or other monies payable by the Company on or in respect of any share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

**107. Calls or debts may be deducted from dividends**

The board may deduct from any dividend or other monies payable to any person (either alone or jointly with another) on or in respect of a share all such sums as may be due from him or her (either alone or jointly with another) to the Company on account of calls or otherwise in relation to shares or other securities of the Company. If a person is entitled by transmission to a share, the board may retain any dividend payable in respect of that share until that person (or that person's transferee) becomes the holder of that share.

**108. Unclaimed dividends etc.**

All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the board for the benefit of the Company until claimed. All dividends, interest or other sums payable unclaimed for a period of 12 years after having been declared or become due for payment, including any dividends, interest or other sums payable that relate to shares sold by the

Company in accordance with the authority in Article 25, shall be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee in respect of it.

#### **109. Uncashed dividends**

If:

- (a) a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with Article 105 (*Method of payment*) is left uncashed or is returned to the Company and, after reasonable enquiries, the Company is unable to establish any new address or, with respect to a payment to be made by a funds transfer system (including, without limitation, the relevant system), a new account for that person; or
- (b) such payment is left uncashed or returned to the Company on two consecutive occasions,

the Company shall not be obliged to send any dividends or other sums payable in respect of that share or, in accordance with Article 123.3, any notices or other documents or information from the Company to that person until he or she notifies the Company of an address or, where the payment is to be made by a funds transfer system (including, without limitation, the relevant system), details of the account, to be used for the purpose.

#### **110. Dividends in specie**

110.1 With the sanction of an ordinary resolution of the Company and on the recommendation of the board, payment of any dividend may be satisfied wholly or in part by the distribution of specific assets, including without limitation paid up shares or debentures of any other body corporate.

110.2 Where any difficulty arises in regard to the distribution, the board may settle the difficulty as it thinks fit, including without limitation it may issue fractional certificates or ignore fractions, and may fix the value for distribution of the specific assets or any part of them, and may determine that cash payments be made to any members upon the footing of the value so fixed in order to adjust the rights of members entitled to participate in the dividend, and may vest any of the specific assets in trustees upon such trusts for the persons entitled to the dividend as the board may think fit.

#### **111. Scrip dividends**

111.1 The board may, if authorised by an ordinary resolution of the Company, offer any holders of any particular class of shares the right to elect to receive further shares (whether or not of that class), credited as fully paid, instead of cash in respect of all or part of any dividend specified by the ordinary resolution (a *scrip dividend*) in accordance with the following provisions of this Article.

- 111.2 The ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than the conclusion of the fifth annual general meeting of the Company to be held following the date of the meeting at which the ordinary resolution is passed.
- 111.3 The basis of allotment shall be decided by the board so that, as nearly as may be considered convenient, the value of the further shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid.
- 111.4 For the purposes of Article 111.3 the value of the further shares shall be calculated by reference to the average of the middle-market quotations for a fully paid share of the relevant class, as shown in the Daily Official List of the London Stock Exchange, for the day on which such shares are first quoted “ex” the relevant dividend and the four subsequent dealing days or in such other manner as the board may decide.
- 111.5 The board shall give notice to the shareholders of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.
- 111.6 The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further shares of the relevant class shall be allotted in accordance with elections duly made and the board shall capitalise a sum to the aggregate nominal amount of the shares to be allotted out of such sums available for the purpose as the board may consider appropriate.
- 111.7 The further shares so allotted shall rank *pari passu* in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend.
- 111.8 The board may decide that the right to elect for any scrip dividend shall not be made available to shareholders resident in any territory, where in the opinion of the board, compliance with local laws or regulations would be impossible or unduly onerous.
- 111.9 The board may do all acts and things considered necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any shares in accordance with the provisions of this Article, and may make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the company rather than to the members concerned).
- 111.10 The board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election pursuant to this Article is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.
- 111.11 The board shall not make a scrip dividend available unless the Company has sufficient undistributed profits or reserves to give effect to elections which could be made to receive that scrip dividend.



## CAPITALISATION OF RESERVES

### 112. Capitalisation of reserves

112.1 The board may, with the authority of an ordinary resolution of the Company:

- (a) resolve to capitalise any sum standing to the credit of any reserve account of the Company (including share premium account capital redemption reserve or other undistributable reserve) or any sum standing to the credit of profit and loss account not required for the payment of any preferential dividend (whether or not it is available for distribution);
- (b) appropriate that sum as capital to the ordinary shareholders on the record date specified in the relevant resolution who would have been entitled to it if it were distributed by way of dividend and in proportion to the nominal amount of the ordinary share capital held by them respectively; and
- (c) apply that sum on their behalf in paying up in full any new shares or debentures or other obligations of the Company of a nominal amount equal to that sum and allot the shares or debentures or other obligations credited as fully paid to those members, or as they may direct, in those proportions or in paying up the whole or part of any amounts which are unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal with such sum as directed by the resolution provided that the share premium account and the capital redemption reserve and any sum not available for distribution in accordance with the Statutes may only be applied in paying up new shares to be allotted credited as fully paid up.

112.2 Where any difficulty arises in respect of any distribution of any capitalised reserve or other sum, the board may settle the difficulty as it thinks fit and in particular may make such provisions as it thinks fit in the case of shares or debentures becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than the members concerned) or ignore fractions and may fix the value for distribution of any fully paid up shares or debentures and may determine that cash payments be made to any members on the footing of the value so fixed in order to adjust the rights of all parties, and may vest any shares or debentures in trustees upon such trusts for the persons entitled to share in the distribution as the board may think fit.

112.3 The board may also authorise any person to sign on behalf of the persons entitled to share in the distribution a contract for the acceptance by those persons of the shares or debentures to be allotted to them credited as fully paid under a capitalisation and any such contract shall be binding on all those persons.

### 113. Capitalisation of reserves and employees' share schemes

113.1 This Article (which is without prejudice to the generality of the provisions of Article 112 (*Capitalisation of reserves*)) applies:

- (a) where a person is granted pursuant to an employees' share scheme a right to subscribe for shares in the Company in cash at a subscription price less than their nominal value; and
- (b) where, pursuant to an employees' share scheme, the terms on which any person is entitled to subscribe in cash for shares in the Company are adjusted as a result of a capitalisation issue, rights issue or other variation of capital so that the subscription price is less than their nominal value.

113.2 In any such case the board:

- (a) shall transfer to a reserve account a sum equal to the deficiency between the subscription price and the nominal value of the shares (the *cash deficiency*) from the profits or reserves of the Company which are available for distribution and not required for the payment of any preferential dividend; and
- (b) (subject to Article 113.4) shall not apply that reserve account for any purpose other than paying up the cash deficiency upon the allotment of those shares.

113.3 Whenever the Company is required to allot shares pursuant to such a right to subscribe, the board shall (subject to the Statutes) appropriate to capital out of the reserve account an amount equal to the cash deficiency applicable to those shares, apply that amount in paying up the deficiency on the nominal value of those shares and allot those shares credited as fully paid to the person entitled to them.

113.4 If any person ceases to be entitled to subscribe for shares as described above, the restrictions on the reserve account shall cease to apply in relation to such part of the account as is equal to the amount of the cash deficiency applicable to those shares.

113.5 No right shall be granted under any employees' share scheme under Article 113.1(a) and no adjustment shall be made as mentioned in Article 113.1(b) unless there are sufficient profits or reserves of the Company available for distribution and not required for the payment of any preferential dividend to permit the transfer to a reserve account in accordance with this Article of an amount sufficient to pay up the cash deficiency applicable to the shares concerned.

## **RECORD DATES**

### **114. Fixing of record dates**

114.1 Notwithstanding any other provision of these Articles, but without prejudice to any rights attached to any shares, the Company or the board may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made.

- 114.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

## **ACCOUNTS**

### **115. Accounting records**

- 115.1 The board shall cause accounting records of the Company to be kept in accordance with the provisions of the Statutes.
- 115.2 No member (as such) shall have any right of inspecting any account, book or document of the Company, except as conferred by law or authorised by the board or by any ordinary resolution of the Company or order of a court of competent jurisdiction.

### **116. Strategic Report**

Subject to the Statutes, a copy of a strategic report with supplementary material, shall, at least 21 clear days before the date of the meeting at which copies of those documents are to be laid in accordance with the provisions of the Statutes, be sent to every member and to every holder of the Company's debentures, and to every person who is entitled to receive notice of meetings from the Company under the provisions of the Statutes or of these Articles or, in the case of joint holders of any share or debenture, to one of the joint holders. The strategic report shall be in the form and containing the information prescribed by the Statutes and any regulations made under the Statutes. A copy need not be sent to a person for whom the Company does not have a current address.

## **NOTICES**

### **117. Form of notices**

- 117.1 Notwithstanding anything to the contrary in these Articles, any notice or other document or information sent or supplied by or to the Company (whether authorised or required to be sent or supplied by the Statutes or otherwise) to or by a member, or to or by any person entitled to enjoy or exercise all or any specified rights of a member in relation to the Company, may be sent or supplied in any way in which the CA2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of any provision of the Statutes, including in particular by the Company making them available on a website.
- 117.2 A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

### **118. Service of notices**

- 118.1 The Company may send or supply any notice or other document or information pursuant to these Articles to a member by whichever of the following methods it may in its absolute discretion determine:

- (a) personally;
- (b) by posting the notice or other document or information in a prepaid envelope addressed to the member at his or her registered address;
- (c) by leaving the notice or other document or information at that address;
- (d) by sending or supplying the notice or other document or information by electronic means to such address (if any) as may for the time being be notified to the Company by or on behalf of the member for that purpose generally or specifically (or as may be deemed by a provision in the CA2006 to have been specified for that purpose); or
- (e) by making it available on a website.

118.2 In the case of joint holders of a share, the Company shall treat as the only member entitled to receive notices or other documents or information from the Company in respect of the joint holding (whether such documents or information are required to be sent or supplied by the Statutes or otherwise) the joint holder whose name appears first in the register in respect of the joint holding.

118.3 Anything to be agreed or specified by the holder of a share which is held in joint names must be agreed or specified by the holder whose name appears first in the register in respect of the joint holding and the other joint holder or holders shall be deemed to be bound thereby.

## **119. Suspension of postal services**

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom or some part of the United Kingdom or due to any other reason beyond its control, the Company is unable effectively to call a general meeting by giving notice in a manner required by the Statutes, the Company shall not be required to send a notice of the general meeting to any person who would otherwise be entitled to be sent a notice but instead shall be entitled to call the meeting by advertising it in at least one national newspaper.

## **120. Notice by advertisement**

Save as otherwise provided by these Articles, any notice or other document or information required to be sent or supplied by the Company to members otherwise than by the Statutes shall be validly sent or supplied if sent or supplied by advertisement in at least one national newspaper.

## **121. Evidence of service**

121.1 A notice or other document or information which is sent by the Company by first class post or special delivery post shall be deemed to have been given or sent on the business day after the day when it was put in the post (or, where second-class post is employed, on the second business day after the day when it was put in the post). Proof that an envelope containing the notice or other document or information was properly addressed, prepaid and posted shall be

conclusive evidence that the notice or other document or information was given or sent.

- 121.2 Any notice or other document or information not sent by post but delivered by hand or left at a registered address or address for service in the United Kingdom shall be deemed to have been served on the day on which it was handed to the member or left at such address.
- 121.3 A notice or other document or information which is sent by the Company by electronic means and which the Company is able to show was properly addressed shall be deemed to have been given or sent at the same time it was so sent.
- 121.4 A notice or other document or information which is supplied by the Company by means of a website shall be deemed to have been given or sent when it was first made available on the website or, if later, when the recipient was given or was deemed to have been given notice of the fact that the relevant notice, document or information was available on the website.
- 121.5 A notice or other document or information which is sent by the Company shall, unless the contrary can be shown, be deemed to have been received by the recipient:
- (a) if sent by first class post or special delivery post, on the business day following the day it was put in the post;
  - (b) if sent by second-class post, on the second business day following the day it was put in the post; or
  - (c) if by electronic means, at the same time as it is deemed to have been given or sent or supplied to him or her.
- 121.6 Where a notice or other document or information is given by way of newspaper advertisement in accordance with these Articles, such notice or other document or information shall be deemed to have been duly served on each member or person entitled to receive it at noon on the day when the advertisement appears.
- 121.7 A member present, either in person or by proxy, at any meeting of the Company or class of members of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened.
- 121.8 Every person who becomes entitled to a share shall be bound by every notice (other than a section 793 notice) in respect of that share which before his or her name is entered in the register was given to the person from whom he or she derives his or her title to the share.
- 121.9 The board may from time to time issue, endorse or adopt terms and conditions relating to the use of communications by electronic means or by means of a website for the sending or supply of notices, proxy appointments and other documents or information by or to the Company (whether authorised or required to be sent or supplied by the Statutes or otherwise) to or by a member, or to or

by any person entitled to enjoy or exercise all or any specified rights of a member in relation to the Company.

## **122. Record date for service**

- 122.1 For the purpose of serving notices of meetings or other documents or information, the board may determine that the persons entitled to be sent or to receive such notices or other documents or information are those persons who are entered on the register at the close of business on a day which may not be more than 21 days before the date of the despatch of the notice or other document or information.
- 122.2 For the purpose of determining which persons are entitled to attend or vote at a meeting, and how many votes such persons may cast, the board may specify in the notice of the meeting a time not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting; changes to the register after the time specified by virtue of this Article shall be disregarded in determining the rights of any person to attend or vote at the meeting.
- 122.3 In calculating the period mentioned in Article 122.2, no account shall be taken of any part of a day that is not a working day.

## **123. Addresses of members**

- 123.1 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices or other documents or information may be served on him or her or an address for the service of notices by electronic means shall be entitled to have notices served on him or her at that address (provided that, in the case of notices, other documents or information in electronic form, the Company so agrees, which agreement the Company shall be entitled to withhold in its absolute discretion including, without limitation, in circumstances in which the Company considers that the sending of the notice or other documents or information to such address in electronic form would or might infringe the laws of any other jurisdiction) but otherwise:
- (a) no member whose registered address is not within the United Kingdom shall be entitled to receive from the Company any notice or, subject to any contrary provision of the Statutes, other documents or information; and
  - (b) without prejudice to the generality of the foregoing, any notice of a general meeting of the Company which is in fact sent or purports to be sent to such a member shall be ignored for the purpose of determining the validity of the proceedings at such general meeting.
- 123.2 The provisions of Article 123.1 shall apply to a rights issue as if there were substituted for each reference to the “United Kingdom” a reference to the European Economic Area.
- 123.3 If:-

- (a) on two consecutive occasions a notice or other document or information sent or supplied through the post to a member at his or her registered address shall be returned undelivered; or
- (b) on one occasion and reasonable enquiries have failed to establish the member's address,

such member shall not thereafter be entitled to receive notices or other documents or information (including share certificates) from the Company until he or she shall have given notice in writing to the Company of an address within the United Kingdom for the service of notices or other documents or information or shall have informed the Company in such manner as shall be specified by the Company of an address for the service of notices by electronic means. For this purpose a notice or other document or information sent by post shall be treated as returned undelivered if the notice or other document or information is sent back to the Company or its agent.

#### **124. Service of notice on person entitled by transmission**

A person entitled to a share by reason of transmission upon supplying to the Company such evidence as the board may require to show his or her title to the share and upon also supplying a postal address within the United Kingdom for the service and delivery of notices and other documents or information and, if he or she so elects, an address for the sending of notices in electronic form shall be entitled to have served upon or delivered to him or her at any address given by him or her any notice or other document or information to which he or she would be entitled if he or she were the holder of that share (or, in the case of joint holders of a share, the joint holder whose name appears first in the register in respect of the joint holding) and any such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document or information on all persons interested in the share. Otherwise, any notice or other document or information served on or delivered or sent to any member pursuant to these Articles shall, notwithstanding that such member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law shall have occurred and whether or not the Company has notice of such death, bankruptcy or other such event, be deemed to have been duly served, delivered or sent in respect of any share registered in the name of such member as sole or first named joint holder.

#### **125. Authentication of documents sent by electronic means**

A document or information sent or supplied in electronic form by electronic means by a member or other person to the Company is sufficiently authenticated in any manner authorised by the Statutes or in such other manner approved by the board.

## **DESTRUCTION OF DOCUMENTS**

### **126. Destruction of documents**

126.1 The board may authorise or arrange the destruction of documents held by the Company as follows:

- (a) at any time after the expiration of six years from the date of registration, all instruments of transfer of shares and all other documents transferring or purporting to transfer shares or representing or purporting to represent the right to be registered as the holder of shares on the faith of which entries have been made in the register;
- (b) at any time after the expiration of one year from the date of cancellation, all registered share certificates which have been cancelled;
- (c) at any time after the expiration of two years from the date of recording them, all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address;
- (d) at any time after the expiration of one year from the date of actual payment, all paid dividend warrants, cheques and similar financial instruments; and
- (e) at any time after the expiration of one year from the end of the meeting to which it relates, all proxy appointments.

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

- (a) every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed in accordance with Article 126.1 was duly and properly made;
- (b) every instrument of transfer so destroyed in accordance with Article 126.1 was a valid and effective instrument duly and properly registered;
- (c) every share certificate so destroyed in accordance with Article 126.1 was a valid and effective certificate duly and properly cancelled;
- (d) every other document mentioned in Article 126.1 so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company; and
- (e) every paid dividend warrant, cheque and similar financial instrument so destroyed was duly paid.

126.3 The provisions of Article 126.2 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.

126.4 Nothing in this Article shall be construed as imposing on the Company or the board any liability in respect of the destruction of any document earlier than as stated in Article 126.1 or in any other circumstances in which liability would not attach to the Company or the board in the absence of this Article.



- 126.5 References in this Article to the destruction of any document include references to its disposal in any manner.

## **WINDING-UP**

### **127. Directors' power to wind up**

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

### **128. Powers to distribute in specie**

If the Company is in liquidation, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Statutes:

- (a) divide among the members in specie the whole or any part of the assets of the Company and, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members; or
- (b) vest the whole or any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like sanction, shall think fit but no member shall be compelled to accept any assets upon which there is any liability.

### **129. Power to sell assets**

The power of sale of a liquidator shall include a power to sell wholly or partially for shares or debentures or other obligations of another body corporate, either then already constituted or about to be constituted for the purpose of carrying out the sale.

## **INDEMNITY AND FUNDING OF DEFENCE PROCEEDINGS AND LIABILITY INSURANCE**

### **130. Indemnity of officers**

Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, each current or former director or other officer (other than an auditor) of the Company or any Associated Company may be indemnified out of the assets of the Company against:

- (a) any liability incurred by or attaching to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current or former director:
  - (i) any liability to the Company or any Associated Company; and
  - (ii) any liability of the kind referred to in section 234(3) of the CA2006; and

- (b) any liability incurred by or attaching to him or her in connection with the activities of the Company or any Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA2006) other than a liability of the kind referred to in section 235(3) of the CA2006; and
- (c) any other liability incurred by or attaching to him or her in the actual or purported execution and/or discharge of his or her duties and/or the exercise or purported exercise of his or her powers.

For the purpose of this Article, references to *liability* shall include all costs and expenses incurred by the current or former director or other officer (other than an auditor) in relation thereto.

This Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Statutes.

### **131. Funding of defence proceedings**

Subject to the provisions of and so far as may be permitted by the Statutes, the board may exercise all the powers of the Company to:

- (a) provide any current or former director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him or her in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him or her in relation to the Company or an Associated Company, or in connection with any application for relief under the provisions mentioned in section 205(5) of the CA2006; and
- (b) do anything to enable any such person to avoid incurring such expenditure, but so that the terms set out in section 205(2) of the CA2006 shall apply to any such provision of funds or other things so done. For the purpose of this Article references to “director” in section 205(2) of the CA2006 shall be deemed to include references to a former director or other officer (other than an auditor) of the Company.

### **132. Directors’ and officers’ liability insurance**

Without prejudice to the provisions of Article 130(a), the board may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him or her in relation to the Company or any Associated Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose “relevant office” means that of director or other officer (other than an auditor) of the Company or any company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the

benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.