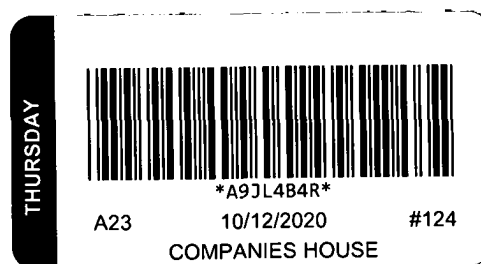


DATED

8 December

2020



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**ARTICLES OF ASSOCIATION**  
**COLART FINE ART & GRAPHICS LIMITED**

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## **NEW ARTICLES OF ASSOCIATION**

**of**

**COLART FINE ART & GRAPHICS LIMITED (the "Company")**

**Company No: 00016193**

(Adopted by a special resolution passed on 8 December 2020)

### **INTERPRETATION AND LIMITATION OF LIABILITY**

#### **1 DEFINED TERMS**

1.1 No model articles or regulations for companies (whether contained in the Companies (Model Articles) Regulations 2008, the Companies (Tables A – F) Regulations 1985, or any other enactment) will apply to the Company.

1.2 In the articles, unless the context requires otherwise:

**articles** means the Company's articles of association

**bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy

**chairman** has the meaning given in article 14

**chairman of the meeting** has the meaning given in article 49

**companies Acts** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company

**director** means a director of the Company, and includes any person occupying the position of director, by whatever name called

**distribution Recipient** has the meaning given in article 41.2

**document** includes, unless otherwise specified, any document sent or supplied in electronic form

**electronic form** has the meaning given in section 1168 of the Companies Act 2006

**fully paid** in relation to a share, means that the nominal value and any premium to be paid

|                            |                                                                                                                                                                                                     |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            | to the Company in respect of that share have been paid to the Company                                                                                                                               |
| <b>hard copy form</b>      | has the meaning given in section 1168 of the Companies Act 2006                                                                                                                                     |
| <b>holder</b>              | in relation to shares means the person whose name is entered in the register of members as the holder of the shares                                                                                 |
| <b>instrument</b>          | means a document in hard copy form                                                                                                                                                                  |
| <b>ordinary resolution</b> | has the meaning given in section 282 of the Companies Act 2006                                                                                                                                      |
| <b>paid</b>                | means paid or credited as paid                                                                                                                                                                      |
| <b>participate</b>         | in relation to a directors' meeting, has the meaning given in article 11                                                                                                                            |
| <b>proxy notice</b>        | has the meaning given in article 55                                                                                                                                                                 |
| <b>shareholder</b>         | means a person who is the holder of a share                                                                                                                                                         |
| <b>shares</b>              | means shares in the Company                                                                                                                                                                         |
| <b>special resolution</b>  | has the meaning given in section 283 of the Companies Act 2006                                                                                                                                      |
| <b>subsidiary</b>          | has the meaning given in section 1159 of the Companies Act 2006                                                                                                                                     |
| <b>transmittee</b>         | means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and                                                                      |
| <b>writing</b>             | means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise |

- 1.3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## 2 **LIABILITY OF MEMBERS**

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

## **DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

## 3 **DIRECTORS' GENERAL AUTHORITY**

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

## 4 **DIRECTORS' DUTIES**

### 4.1 The purpose of the Company:

4.1.1 may, if and to the extent that the directors consider it appropriate; and

4.1.2 shall, if directed by Colart International Holdings Limited (company number 03659130) (the **Ultimate Holding Company**), or any subsidiary or parent of the Ultimate Holding Company which holds not less than 50 percent of the issued shares of the Company (the **Holding Company**) by notice in writing to the Company,

include promoting the success of the group as a whole or of any one or more members of the group. The expression group means the Ultimate Holding Company and any other body corporate which is a subsidiary or parent of the Ultimate Holding Company.

4.2 In the exercise of his duties, a director shall not be restricted by any duty of confidentiality to the Company from providing information regarding the Company to another member of the group but a director who is also a director of another member or members of the group shall owe a strict duty of confidentiality to such other member(s) of the group in relation to confidential information of such member(s).

## 5 **SHAREHOLDERS' RESERVE POWER**

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## 6 **DIRECTORS MAY DELEGATE**

6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

6.1.1 to such person or committee;

6.1.2 by such means (including by power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7 COMMITTEES**

7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

8.2 If:

8.2.1 the Company only has one director, and

8.2.2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

### **9 UNANIMOUS DECISIONS**

A unanimous decision of directors may take the form of a resolution in writing, where each director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing.

### **10 CALLING A DIRECTORS' MEETING**

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

- 10.2 Notice of any directors' meeting must indicate:
- 10.2.1 its proposed date and time;
  - 10.2.2 where it is to take place; and
  - 10.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **11 PARTICIPATION IN DIRECTORS' MEETINGS**

- 11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 11.1.1 the meeting has been called and takes place in accordance with the articles, and
  - 11.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **12 QUORUM FOR DIRECTORS' MEETINGS**

The quorum for the transaction of the business of the directors shall be two directors unless only one director is appointed in which case a sole director shall form a quorum.

## **13 NUMBER OF DIRECTORS**

The minimum number of directors shall be one and there shall be no maximum number. A sole director shall have all the power and authority vested in the directors under these articles.

## **14 CHAIRING OF DIRECTORS' MEETINGS**

- 14.1 The directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chairman.

- 14.3 The directors may terminate the chairman's appointment at any time.
- 14.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors may appoint one of themselves to chair it.

**15 CASTING VOTE**

- 15.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 15.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

**16 DIRECTORS' CONFLICTS OF INTEREST**

- 16.1 Provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

- 16.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 16.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested;
- 16.1.3 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any group undertaking in relation to the Company, or any body corporate in which any such group undertaking is interested;

and

- (a) he shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such undertaking or body corporate;
- (b) he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such undertaking or body corporate;
- (c) he shall not be required to disclose to the Company, or use in performing his duties as a director of the Company, any confidential information relating to such office or employment if to make such a disclosure or use would result in a breach of a duty or obligation of

confidence owed by him in relation to or in connection with such office or employment;

- (d) he may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from information, which will or may relate to such office, employment, transaction, arrangement or interest; and
- (e) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

16.2 For the purposes of this article 16:

- (a) a director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer or employee of any group undertaking in relation to the Company;
- (b) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- (c) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his;
- (d) a director need not disclose an interest if it cannot reasonably be regarded as likely to give rise to a conflict of interest; and
- (e) a director need not disclose an interest if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware).

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

- 16.3.1 any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and
- 16.3.2 a director to accept or continue in any office, employment or position in addition to his office as a director of the Company and, without prejudice to the generality of sub-paragraph 16.3.1, may authorise the manner in which a conflict of interest arising out of such office, employment or position may

be dealt with, either before or at the time that such a conflict of interest arises, provided that the authorisation is effective only if:

- (i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
- (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

16.4 In relation to any such matter, office, employment or position that has been so authorised (subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below):

16.4.1 the director shall not be required to disclose to the Company, or use in performing his duties as a director of the Company, any confidential information relating to such matter, or such office, employment or position if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with such matter, or that office, employment or position;

16.4.2 the director may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position; and

16.4.3 a director shall not, by reason of his office as a director of the Company, be accountable to the Company for any benefit which he derives from any such matter, or from any such office, employment or position.

16.5 A director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the directors or of a committee of the directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted; and whether or not he does, his presence at the meeting shall be taken into account in calculating the quorum.

16.6 Subject to paragraph 16.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

16.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **17 RECORDS OF DECISIONS TO BE KEPT**

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

## **18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

# **APPOINTMENT OF DIRECTORS**

## **19 METHODS OF APPOINTING DIRECTORS**

19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

19.1.1 by ordinary resolution, or

19.1.2 by a decision of the directors.

19.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of paragraph 19.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

## **20 TERMINATION OF DIRECTOR'S APPOINTMENT**

20.1 A person ceases to be a director as soon as:

20.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

20.1.2 a bankruptcy order is made against that person;

20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

20.1.4 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;

20.1.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

## **21 DIRECTORS' REMUNERATION**

- 21.1 Directors may undertake any services for the Company that the directors decide.
- 21.2 Directors are entitled to such remuneration as the directors determine:
  - 21.2.1 for their services to the Company as directors, and
  - 21.2.2 for any other service which they undertake for the Company.
- 21.3 Subject to the articles, a director's remuneration may:
  - 21.3.1 take any form, and
  - 21.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **22 DIRECTORS' EXPENSES**

- 22.1 The Company may pay any reasonable expenses which the directors, alternate directors and the Company secretary (if any) properly incur in connection with their attendance at
  - 22.1.1 meetings of directors or committees of directors,
  - 22.1.2 general meetings, or
  - 22.1.3 separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

### **ALTERNATE DIRECTORS**

- 23 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director may exercise the powers and carry out the responsibilities of his appointor in relation to the taking of decisions by the directors, in the absence of his appointor.
- 24 Any appointment or removal of an alternate director shall be by notice in writing signed by the appointor or in any other manner approved by the directors and shall be effective upon receipt by the Company.

- 25 An alternate director shall be entitled to receive notice of all directors' meetings and of all meetings of committees of which the director appointing him is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting the provisions of these articles shall apply as if he were a director.
- 26 Every person acting as an alternate director shall (except as regards power to appoint an alternate) be subject in all respects to the provisions of these articles relating to directors and shall alone be responsible to the Company for his acts and defaults.
- 27 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 28 Any person appointed as an alternate director shall vacate his office as alternate director if the director by whom he has been appointed vacates or is removed from his office as director or removes him by notice to the Company or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office.

## **SHARES AND DISTRIBUTIONS**

### **SHARES**

29 **ALL SHARES TO BE FULLY PAID UP**

- 29.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 29.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

30 **POWER TO ALLOT SHARES**

In accordance with Section 550 (*Power of directors to allot shares*) of the Companies Act 2006, the directors may exercise any power of the Company to allot shares or to grant rights to subscribe for or convert any security into shares with such rights and restrictions as the directors may determine.

31 **POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

- 31.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 31.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

## **32 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

## **33 SHARE CERTIFICATES**

33.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

33.2 Every certificate must specify:

33.2.1 in respect of how many shares, of what class, it is issued;

33.2.2 the nominal value of those shares;

33.2.3 that the shares are fully paid; and

33.2.4 any distinguishing numbers assigned to them.

33.3 No certificate may be issued in respect of shares of more than one class.

33.4 If more than one person holds a share, only one certificate may be issued in respect of it.

33.5 Certificates must:

33.5.1 have affixed to them the Company's common seal, or

33.5.2 be otherwise executed in accordance with the Companies Acts.

33.6 Signatures on certificates need not be autographic but may be applied to the certificates by some mechanical, electronic or other means or may be printed on them.

33.7 Once the Company has issued a certificate to a shareholder, the shareholder will be deemed the holder of the original certificate and any electronic copy the Company holds will be deemed a copy of the original.

## **34 REPLACEMENT SHARE CERTIFICATES**

34.1 If a certificate issued in respect of a shareholder's shares is:

34.1.1 damaged or defaced, or

34.1.2 said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

34.2 A shareholder exercising the right to be issued with such a replacement certificate:

34.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

34.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

34.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

## **35 SHARE TRANSFERS**

35.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

35.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

35.3 The Company may retain any instrument of transfer which is registered.

35.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

35.5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

## **36 TRANSMISSION OF SHARES**

36.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

36.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

36.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

36.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

36.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

## **37 EXERCISE OF TRANSMITTEES' RIGHTS**

37.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

37.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

- 37.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

**38 TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

**39 EXCLUSION OF PRE-EMPTION RIGHTS**

Section 561 (*existing shareholders' right of pre-emption*) and Section 562 (*communication of pre-emption offers to shareholders*) of the Companies Act 2006 shall not apply to the allotment of equity securities in the Company.

**DIVIDENDS AND OTHER DISTRIBUTIONS**

**40 PROCEDURE FOR DECLARING DIVIDENDS**

- 40.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 40.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 40.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 40.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 40.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 40.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 40.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

**41 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

- 41.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- 41.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 41.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 41.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
  - 41.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 41.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
- 41.2.1 the holder of the share; or
  - 41.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
  - 41.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

## **42 NO INTEREST ON DISTRIBUTIONS**

- 42.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- 42.1.1 the terms on which the share was issued, or
  - 42.1.2 the provisions of another agreement between the holder of that share and the Company.

## **43 UNCLAIMED DISTRIBUTIONS**

- 43.1 All dividends or other sums which are:
- 43.1.1 payable in respect of shares, and
  - 43.1.2 unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.
- 43.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 43.3 If:

43.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

43.3.2 the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

#### **44 NON-CASH DISTRIBUTIONS**

44.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).

44.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

44.2.1 fixing the value of any assets;

44.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

44.2.3 vesting any assets in trustees.

#### **45 WAIVER OF DISTRIBUTIONS**

45.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

45.1.1 the share has more than one holder, or

45.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

### **CAPITALISATION OF PROFITS**

#### **46 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

46.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

46.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

- 46.1.2 appropriate any sum which they so decide to capitalise (a “capitalised sum”) to the persons who would have been entitled to it if it were distributed by way of dividend (the “persons entitled”) and in the same proportions.
- 46.2 Capitalised sums must be applied:
  - 46.2.1 on behalf of the persons entitled, and
  - 46.2.2 in the same proportions as a dividend would have been distributed to them.
- 46.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 46.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 46.5 Subject to the articles the directors may:
  - 46.5.1 apply capitalised sums in accordance with paragraphs 46.3 and 46.4 partly in one way and partly in another;
  - 46.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - 46.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## **DECISION-MAKING BY SHAREHOLDERS**

### **ORGANISATION OF GENERAL MEETINGS**

#### **47 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 47.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 47.2 A person is able to exercise the right to vote at a general meeting when:
  - 47.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 47.2.2 that person’s vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 47.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

47.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

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

#### **48 QUORUM FOR GENERAL MEETINGS**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

#### **49 CHAIRING GENERAL MEETINGS**

49.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

49.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

49.2.1 the directors present, or

49.2.2 (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

49.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

#### **50 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

50.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

50.2 The chairman of the meeting may permit other persons who are not

50.2.1 shareholders of the Company, or

50.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

#### **51 ADJOURNMENT**

51.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

- 51.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 51.2.1 the meeting consents to an adjournment, or
  - 51.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 51.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 51.4 When adjourning a general meeting, the chairman of the meeting must:
- 51.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - 51.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 51.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 51.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
  - 51.5.2 containing the same information which such notice is required to contain.
- 51.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **52 VOTING: GENERAL**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### **53 ERRORS AND DISPUTES**

- 53.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 53.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **54 POLL VOTES**

- 54.1 A poll on a resolution may be demanded:

- 54.1.1 in advance of the general meeting where it is to be put to the vote, or
- 54.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 54.2 A poll may be demanded by:
  - 54.2.1 the chairman of the meeting;
  - 54.2.2 the directors;
  - 54.2.3 two or more persons having the right to vote on the resolution; or
  - 54.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- 54.3 A demand for a poll may be withdrawn if:
  - 54.3.1 the poll has not yet been taken, and
  - 54.3.2 the chairman of the meeting consents to the withdrawal.
- 54.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## 55 **CONTENT OF PROXY NOTICES**

- 55.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
  - 55.1.1 states the name and address of the shareholder appointing the proxy;
  - 55.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
  - 55.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 55.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 55.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 55.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 55.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - 55.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

- 55.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **56 DELIVERY OF PROXY NOTICES**

- 56.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 56.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 56.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 56.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **57 AMENDMENTS TO RESOLUTIONS**

- 57.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 57.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- 57.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 57.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 57.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 57.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 57.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## **58 ORDINARY RESOLUTIONS AND SPECIAL RESOLUTIONS**

Ordinary resolutions and special resolutions may take the form of a resolution in writing, one or more copies of which are signed by shareholders representing, in the case of

ordinary resolutions, more than 50 per cent of the issued shares of the Company and, in the case of special resolutions, shareholders representing not less than 75 per cent of the issued shares of the Company. Such a written resolution shall be as valid and effectual as if duly passed at a general meeting as an ordinary resolution or special resolution, as the case may be.

## **59 ULTIMATE HOLDING COMPANY AND HOLDING COMPANY POWERS**

59.1 For so long as a member of the group shall be the holder of more than 50 per cent of the issued shares of the Company, the following provisions shall apply and to the extent of any inconsistency shall have overriding effect as against all other provisions of these articles:

59.1.1 the Ultimate Holding Company or the Holding Company may at any time and from time to time appoint any person to be a director or remove from office any director howsoever appointed but so that his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company or any other member of the group;

59.1.2 any or all powers and authorities of the directors shall be restricted in such respects and to such extent as the Ultimate Holding Company or the Holding Company may from time to time prescribe; and

59.1.3 the Ultimate Holding Company or the Holding Company may direct the directors to take, or refrain from taking, any specified action.

59.2 Any such appointment, removal, restriction or direction and any related consent or notice shall be effected by an instrument in writing signed on behalf of the Ultimate Holding Company or the Holding Company by any two of its directors or by one or more authorised person(s) in the presence of a witness who attests the signature(s) and shall take effect upon receipt by the Company. The expression **authorised person(s)** means any director of the Ultimate Holding Company or the Holding Company or any other person authorised by the directors of the Ultimate Holding Company or the Holding Company.

59.3 No person dealing with the Company shall be concerned to see or enquire as to whether the powers and authorities of the directors have been in any way restricted or as to whether any requisite consent of the Ultimate Holding Company or the Holding Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors.

## **ADMINISTRATIVE ARRANGEMENTS**

### **60 MEANS OF COMMUNICATION TO BE USED**

- 60.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that act to be sent or supplied by or to the Company.
- 60.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 60.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **61 COMPANY SEALS**

- 61.1 Any common seal may only be used by the authority of the directors.
- 61.2 The directors may decide by what means and in what form any common seal is to be used.
- 61.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 61.4 For the purposes of this article, an authorised person is:
  - 61.4.1 any director of the Company;
  - 61.4.2 the Company secretary (if any); or
  - 61.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **62 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

### **63 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **64 INDEMNITY**

Subject to the provisions of the Companies Acts, every director and officer of the Company shall be indemnified by the Company out of its own funds against: (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company to the extent permitted by any of Sections 233, 234 or 235 of the Companies Act 2006; and (b) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office, whenever arising and whether during office as a director or officer or after he ceased to be a director or officer in respect of acts or omissions while he was a director or officer. Such indemnity shall not extend to any liability incurred by or attaching to a director or officer as a result of his own fraud or wilful default. Where a director or officer is indemnified against any liability in accordance with this article, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.

### **65 INSURANCE**

Without prejudice to the provisions of these articles regarding indemnification of directors by the Company, the directors shall have power to purchase and maintain insurance for or for the benefit of: (i) any person who is or was at any time a director or officer of any member of the group, or (ii) any person who is or was at any time a trustee of any pension fund or employees' share scheme in which employees of any member of the group are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by or attaching to him in respect of any act or omission in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or otherwise in relation to his duties, powers or offices in relation to any member of the group, or any such pension fund or employees' share scheme (and all costs, charges, losses, expenses and liabilities incurred by him in relation thereto).