

The Companies Act 2006
PRIVATE COMPANY LIMITED BY SHARES

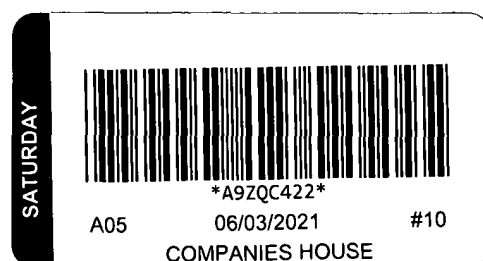
TALLEY GROUP LIMITED

ARTICLES OF ASSOCIATION

Incorporated: 6 June 1953
Company Number: 00520386

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LLP

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The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TALLEY GROUP LIMITED

1. PRELIMINARY

1.1 The provisions contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (the “**Model Articles**”) apply to the company, except as provided in and so far as the same are not inconsistent with the provisions of these articles, and shall together with these articles constitute the articles of association of the company.

Articles 8, 11(2), 11(3), 13, 14(1), 14(2), 14(3), 14(4), 17(2), 21, 24(2)(c), 27, 28, 29, 44(3), 44(4), 49 and 53(2)(a) of the Model Articles shall not apply to the company.

1.2 In these articles, unless the context otherwise requires, the following expressions shall have the following meanings:

articles	the articles of association of the company, whether as originally adopted or as from time to time altered by special or written resolution;
associated	in the context of two companies, one is a subsidiary of the other or both are subsidiaries of the same body corporate;
clear days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Companies Act	the Companies Act 2006;
company secretary	the secretary of the company (if any) or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;

eligible director	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
Secured Party	means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person;
shares	the ordinary shares in the capital of the company and includes any interest in any such shares;
statutes	the Companies Act and every other statute (including any orders, regulations or other subordinate legislation made thereunder) for the time being in force concerning companies and affecting the company; and
United Kingdom	the United Kingdom of Great Britain and Northern Ireland.

- 1.3 Words importing the masculine gender include the feminine gender.
- 1.4 Words importing persons include bodies corporate and unincorporated associations.
- 1.5 Words importing the singular shall, where the context so permits, include a reference to the plural and vice versa.
- 1.6 Subject as aforesaid, any words or expressions defined in the Companies Act shall (if not inconsistent with the subject or context) bear the same meaning in these articles.
- 1.7 Subject to article 1.6, reference to any act, statute or statutory provision shall include any statutory modification, amendment or re-enactment thereof and every other act, order, regulation or other subordinate legislation made pursuant thereto from time to time in force.
- 1.8 A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these articles.
- 1.9 References to any notice, resolution or other document being “**written**” or “**in writing**” shall mean written or reproduced by any substitute for writing or partly one and partly another, whether in electronic form, published on a website or otherwise.
- 1.10 References to an “**address**” shall include any number or address used for the purposes of sending or receiving documents or information in electronic form in accordance with the provisions of the Companies Act and as expressly permitted by, or pursuant to, these articles, such number or address for the time being having been notified to the sender by or on behalf of the recipient as being acceptable to the recipient for the particular manner of electronic form for the subject or class of the subject matter concerned.
- 1.11 For the purposes of these articles (and without prejudice to the other provisions of these articles), the cases in which notice in writing is to be taken as given to a member include

any case in which the notice is sent, published on a website, or treated as given in electronic form in accordance with the Companies Act.

- 1.12 Nothing in any of these articles shall prevent or restrict the company using any method of sending, or giving access to, any particular offer, notice or other document which the statutes or any other provision of these articles permits or enables the company to use.

2. REGISTERED OFFICE

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

3. SHARE CAPITAL

- 3.1 The share capital of the company is comprised of ordinary shares of £1 each.

- 3.2 In accordance with section 567 of the Companies Act, all of the requirements of sections 561 and 562 of the Companies Act shall be excluded from applying to the company in relation to the allotment by the company of any equity securities.

- 3.3 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by these articles or by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

4. LIEN

- 4.1 The company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article 4. The company's lien on a share shall extend to any amount payable in respect of it.

- 4.2 The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

- 4.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 4.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

- 4.5 Notwithstanding anything contained in these articles, the company shall have no present or future lien on any share, dividend or moneys payable in respect of shares which have been mortgaged, charged or pledged by way of security to a Secured Party and any lien conferred pursuant to these articles shall not apply in respect of any such share, dividend or moneys payable.

5. **CALLS ON SHARES AND FORFEITURE**

- 5.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a **"call notice"**) to a member requiring the member to pay the company a specified sum of money (a **"call"**) which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.
- 5.2 A call notice:
- 5.2.1 may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the company by way of premium);
 - 5.2.2 must state when and how any call to which it relates it is to be paid; and
 - 5.2.3 may permit or require the call to be paid by instalments.
- 5.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.
- 5.4 Before the company has received any call due under a call notice the directors may (a) revoke it wholly or in part, or (b) specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made.
- 5.5 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 5.6 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 5.7 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them (a) to pay calls which are not the same, or (b) to pay calls at different times.
- 5.8 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share (whether in respect of nominal value or premium) on allotment, the occurrence of a particular event, or a date fixed by or in accordance with the terms of issue. But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
- 5.9 If a person is liable to pay a call and fails to do so by the call payment date, the directors may issue a notice of intended forfeiture to that person and, until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 5.10 For the purposes of this article 5:
- 5.10.1 the **"call payment date"** is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the **"call payment date"** is that later date;
 - 5.10.2 the **"relevant rate"** is (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted; or (ii) such other rate as was fixed

in the call notice which required payment of the call, or has otherwise been determined by the directors.

- 5.11 The directors may waive any obligation to pay interest on a call wholly or in part.
- 5.12 A notice of intended forfeiture:
 - 5.12.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
 - 5.12.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
 - 5.12.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
 - 5.12.4 must state how the payment is to be made; and
 - 5.12.5 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.
- 5.13 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 5.14 Subject to the articles, the forfeiture of a share extinguishes all interests in that share, and all claims and demands against the company in respect of it, and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company.
- 5.15 Any share which is forfeited in accordance with the articles is deemed to have been forfeited when the directors decide that it is forfeited and to be the property of the company and may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 5.16 If a person's shares have been forfeited:
 - 5.16.1 the company must send that person notice that forfeiture has occurred and record it in the register of members;
 - 5.16.2 that person ceases to be a member in respect of those shares;
 - 5.16.3 that person must surrender the certificate for the shares forfeited to the company for cancellation;
 - 5.16.4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 5.16.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- 5.17 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.
- 5.18 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 5.19 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and, subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 5.20 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 5.21 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which (a) was, or would have become, payable, and (b) had not, when that share was forfeited, been paid by that person in respect of that share, but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them.
- 5.22 A member may surrender any share in respect of which the directors may issue a notice of intended forfeiture or may forfeit or which has been forfeited. The directors may accept the surrender of any such share. The effect of surrender on a share is the same as the effect of forfeiture on that share. A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

6. TRANSFER AND TRANSMISSION

- 6.1 Any shares which are not fully paid may be transferred by means of an instrument of transfer, or in any other form approved by the directors, executed by or on behalf of the transferor and by or on behalf of the transferee and Model Article 26(1) shall be read and construed accordingly.
- 6.2 If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only person(s) recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
- 6.3 In the case of a person becoming entitled to a share in consequence of the death or bankruptcy of a member:
- 6.3.1 he may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as a transferee;
- 6.3.2 if he elects to become the holder he shall give notice to the company to that effect;

- 6.3.3 if he elects to have another person registered he shall execute an instrument of transfer of the share to that person; and
 - 6.3.4 the provisions of Model Article 26 (as amended by these articles) relating to the transfer of shares shall apply to any notice or instrument of transfer referred to in this article 6.3 as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
 - 6.4 The directors may at any time give notice requiring a person becoming entitled to a share in consequence of the death or bankruptcy of a member to elect either to become the holder of the share or to have some person nominated by him registered as the transferee and if the notice is not complied with within 90 days the directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.
 - 6.5 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend and vote at any meeting of the company or of any separate meeting of the holders of any class of shares in the company.
 - 6.6 Notwithstanding anything contained in these articles, where a transfer of shares in the company is or is proposed to be:
 - 6.6.1 executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;
 - 6.6.2 executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or
 - 6.6.3 made to any Secured Party pursuant to any relevant security interest each being a **"Secured Party Transfer"**,
 - (a) the directors (or director if there is only one) of the company may not decline to register (or suspend the registration of) such a Secured Party Transfer;
 - (b) a holder of shares in the company shall not be required to comply with any provision of the articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any shareholders for the time being of the company before any such Secured Party Transfer may take place; and
 - (c) a holder of shares in the company shall not have any right under the articles or otherwise to require any shares that are the subject of a Secured Party Transfer to be transferred to them,
- and, for the avoidance of doubt, Model Articles 4 and 26(5) shall not apply insofar as it would otherwise prevent or restrict any Secured Party Transfer (or the recognition of any Secured Party Transfer).
- 6.6.4 A certificate by any officer of a Secured Party that the shares were so charged, mortgaged or pledged and the transfer was or will be so executed shall be conclusive evidence of such facts.

- 6.6.5 If there is any inconsistency between any provision of article 4.5 and this article 6.6 and any provision of any other article, the provision of article 4.5 and this article 6.6 shall apply.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 The directors may direct that members, proxies or duly appointed corporate representatives wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the directors shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to, or eject from, such general meeting any member or proxy who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.
- 7.2 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 7.3 A poll shall be taken as the chairman of the meeting may direct and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll.
- 7.4 The result of the poll (unless it was held at an adjourned meeting) shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.5 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith.
- 7.6 A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs, not being more than 30 days after the poll is demanded.
- 7.7 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than a question on which the poll is demanded.
- 7.8 If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn with the consent of the chairman of the meeting, the meeting shall continue as if the demand had not been made.
- 7.9 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded, but in any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.10 If the company only has one member and such member takes any decision which may be taken by the company in general meeting and which has effect as if agreed by the company in general meeting, then such member shall (unless that decision is taken by way of a written resolution) provide the company with a written record of that decision.

8. VOTES

- 8.1 No member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, unless all calls or other sums presently payable by him in respect of shares of the company have been paid.

8.2 A proxy notice or any notice revoking a proxy appointment:

- 8.2.1 in the case of an individual, shall be signed by the appointor or by his attorney; or
- 8.2.2 in the case of a body corporate, shall be either executed by it or signed on its behalf by an attorney or a duly authorised officer of the body corporate; or
- 8.2.3 in either case (whether article 8.2.1 or 8.2.2 applies), where the proxy notice or any notice revoking a proxy appointment is to be effected in electronic form, shall be signed in the manner and otherwise completed and delivered upon such terms and arrangements stipulated by the directors,

and the directors may require evidence of the authority of any such officer or attorney.

8.3 The appointment or revocation of appointment of a proxy shall not be valid unless:

- 8.3.1 in the case of an appointment in writing but not in electronic form, the appointment is deposited at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or in any appointment of proxy or other accompanying document sent by the company in relation to the meeting (or, if no place is so specified, at the registered office of the company); or
- 8.3.2 in the case of an appointment in electronic form, where an address for and manner of communication with the company has been stipulated for that purpose in or by way of note to the notice convening the meeting or in any other document accompanying such notice or in any invitation in electronic form to appoint a proxy sent by the company in relation to the meeting, be received at such address or by such means; and
- 8.3.3 in either case (whether article 8.3.1 or 8.3.2 applies), the appointment is received by the company (a) not later than 48 hours before the time appointed for holding the meeting or adjourned meeting; or (b) in the case of a poll taken more than 48 hours after it was demanded, not later than 24 hours before the time appointed for the taking of the poll; or (c) in the case of a poll taken not more than 48 hours after it was demanded, at the time at which it was demanded provided that (i) an appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered or received for the purposes of any meeting shall not require again to be delivered or received in relation to any subsequent meetings to which it relates; and (ii) the directors, when calculating the return period for proxy forms deposited in accordance with these articles, shall not be entitled to take account of any part of a day that is not a working day in accordance with section 327(3) of the Companies Act; and
- 8.3.4 failing previous registration with the company, the power of attorney or other authority, if any, under which the appointment of a proxy is executed, or a notarially certified copy or a copy certified in accordance with the Power of Attorneys Act 1971 of that power of attorney, or a copy certified in some other manner approved by the directors, shall also be deposited or received at the registered office of the company or such other place as specified in accordance with the aforementioned provisions of this article not later than the time by which the appointment of a proxy is required to be deposited or received in

accordance with this article and subsection (4) of Model Article 46 shall be read and construed accordingly.

9. DIRECTORS

- 9.1 The minimum number of directors shall be one. In the event of there being only one director for the time being, such sole director shall have authority to exercise all the powers and discretions vested in the directors generally for so long as he remains the sole director.
- 9.2 Model Article 7 shall be amended by the insertion of the words “for the time being” at the end of Model Article 7(2)(a) and the insertion in Model Article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 9.3 A director or alternate director shall not require any share qualification and any director or alternate director who is not a member of the company shall nevertheless be entitled to receive notices of and attend and speak at any general meeting of the company and at any separate meeting of the holders of any class of shares of the company.
- 9.4 Model Article 20 shall be amended by the insertion of the words “(including alternate directors and any company secretary)” before the words “properly incur”.

10. APPOINTMENT OF DIRECTORS

- 10.1 At any time or from time to time the holder or holders of not less than three-quarters in nominal value of such part of the issued share capital of the company as confers the right for the time being to attend and vote at general meetings of the company may, by memorandum in writing executed by or on behalf of him or them and left at or sent to the registered office of the company, or, if permitted by the directors, in electronic form in such manner as the directors may decide, appoint any person to be a director or remove from office any director who shall vacate office accordingly. Any such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.
- 10.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

11. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a director shall be vacated in any of the events set out in Model Article 18 and if:

- 11.1 he shall be removed from office by notice in writing served upon him signed by all the other directors but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the company; or
- 11.2 he shall be removed from office under the provisions of article 10.1
- and Model Article 18 shall be modified accordingly.

12. PROVISION FOR EMPLOYEES

Without prejudice to the provisions of Model Article 19, the directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons (including directors and other officers) who are or were at any time in the employment or service of the company, or of any undertaking which is or was a subsidiary undertaking of the company or allied to or associated with the company or any such subsidiary undertaking, or of any of the predecessors in business of the company or of any such other undertaking and the spouses, widows, widowers, families and dependants of any such persons and make payments to, for or towards the insurance of or provide benefits otherwise for any such persons.

13. PROCEEDINGS OF DIRECTORS

- 13.1 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit.
- 13.2 Subject to articles 9.1 and 13.3, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 13.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 13.4 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 13.5 Article 13.4 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).
- 13.6 A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 13.7 An alternate director who is not himself a director may, if his appointor is not present, be counted towards the quorum.
- 13.8 Any director for the time being absent from the United Kingdom shall be entitled to be given reasonable notice of meetings of the directors to such address outside the United Kingdom as the director may from time to time notify to the company. If a director who is absent from the United Kingdom does not notify the company of his overseas address, notice to an address in the United Kingdom as the director may from time to time notify to the company (if any) will be deemed sufficient notice for the purpose of this article.

14. UNANIMOUS DECISIONS

- 14.1 A decision of the directors is taken in accordance with this article 14 when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 14.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

14.3 A written resolution of the directors executed by an alternate director need not also be signed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not be executed by the alternate director in that capacity.

14.4 A decision may not be taken in accordance with this article 14 if the eligible directors would not have formed a quorum at such a meeting.

15. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to the Companies Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

15.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

15.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

15.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

15.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

15.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and

15.6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act.

16. DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

16.1 The directors may, in accordance with the requirements set out in this article 16, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act to avoid a conflict of interest (a "**Conflict**").

16.2 Any authorisation under this article 16 will be effective only if:

16.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;

- 16.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
 - 16.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 16.3 Any authorisation of a Conflict under this article 16 may (whether at the time of giving the authorisation or subsequently):
 - 16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 16.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
 - 16.3.3 be terminated or varied by the directors at any time; and
 - 16.3.4 will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 16.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:
 - 16.4.1 disclose such information to the directors or to any director or other officer or employee of the company; or
 - 16.4.2 use or apply any such information in performing his duties as a director;where to do so would amount to a breach of that confidence.
- 16.5 Where the directors authorise a Conflict, they may provide, without limitation (whether at the time of giving the authorisation or subsequently), that the director:
 - 16.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
 - 16.5.2 is not given any documents or other information relating to the Conflict; and/or
 - 16.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 16.6 Where the directors authorise a Conflict:
 - 16.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;
 - 16.6.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 16.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any

remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

17. ALTERNATE DIRECTORS

- 17.1 Any director may at any time by writing under his hand and deposited at the registered office of the company, or delivered at a meeting of the directors, appoint any person (including another director) to be his alternate director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the directors, shall have effect only upon and subject to being so approved.
- 17.2 The appointment of an alternate director shall determine on the happening of any event which, if he were a director, would cause him to vacate such office or if his appointor ceases to be a director.
- 17.3 An alternate director shall be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply as if he (instead of his appointor) were a director.
- 17.4 If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative.
- 17.5 If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability, the execution by an alternate director of any resolution in writing of the directors shall be as effective as the execution by his appointor.
- 17.6 To such extent as the directors may from time to time determine in relation to any committees of the directors, the foregoing provisions of this article 17 shall also apply mutatis mutandis to any meeting of such committee of which the appointor of an alternate director is a member.
- 17.7 An alternate director shall not (save as provided in this article 17) have power to act as a director nor shall he be deemed to be a director for the purposes of these articles, but he shall be an officer of the company responsible for his own acts and defaults and shall not be deemed to be the agent of the director appointing him.
- 17.8 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director, but he shall not be entitled to receive from the company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the company from time to time direct.

18. EXECUTION OF DOCUMENTS

- 18.1 Where the statutes so permit, any document signed by one director and any company secretary, by two directors or by one director in the presence of a witness and expressed to be executed by the company as a deed shall have the same effect as if executed under the

common seal provided that no document which makes clear on its face that it is intended by the person or persons making it to have effect as a deed shall be so signed without the authority of the directors or of a committee authorised by the directors in that behalf. The obligation under Model Article 24(5) relating to the sealing of share certificates shall be read and construed in accordance with this article.

18.2 If the company has a common seal, it shall be used only with the authority of the directors or of a committee of the directors and, unless otherwise decided by the directors, shall only be affixed to a document if accompanied by the signature of at least one authorised person in the presence of a witness who attests the signature.

18.3 For the purposes of article 18.2, an “**authorised person**” is any director of the company, any company secretary or any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

19. **DIVIDENDS**

19.1 Dividends shall be paid according to the amounts paid up or credited as paid on the shares on the date of any resolution or the decision to declare and pay it and Model Article 30(4) shall be read and construed accordingly.

19.2 The directors may deduct from any dividend payable on or in respect of a share all sums of money presently payable by the holder to the company on any account whatsoever.

20. **NOTICES**

20.1 Subject to the provisions of the statutes, a notice or other document may be given by the company to any member in writing:

20.1.1 by hand; or

20.1.2 by sending it by pre-paid first class post or, when sending outside the United Kingdom, by any means of recorded post,

in each case, to his registered address; or

20.1.3 by sending it in electronic form to an address or number supplied by him to the company and specified by the member to be used for such purpose; or

20.1.4 by the company placing such notice or document on a website and sending the member concerned notification of the notice or document on the website in lieu of sending the notice or document,

save that a share certificate may only be given by the company to a member by a method set out in article 20.1.1 or article 20.1.2.

20.2 In the absence of an address (including an address or number for documents to be sent in electronic form), the member shall not be entitled to receive from the company notice of any meeting.

20.3 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

20.4 Notices shall be deemed to have been received:

- 20.4.1 if delivered by hand, on the day of delivery;
 - 20.4.2 if sent by first class post, two business days after posting exclusive of the day of posting;
 - 20.4.3 if sent by recorded post outside the United Kingdom, five business days after posting exclusive of the day of posting
 - 20.4.4 if sent by fax, at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30 am on the next business day and if otherwise sent in electronic form, at the expiration of 48 hours after the time it was sent; and
 - 20.4.5 if the company has placed such notice on a website, at the time of the notification mentioned in article 20.1.4 is received (or is deemed to have been received).
- 20.5 The proceedings of a meeting shall not be invalidated where a notice or other document relating to such meeting is only published for part, but not all, of the requisite period required by the statutes or is published for any part of that time in a place on the website concerned which is different to that stated in the notification mentioned in article 20.1.4 or where there has been a failure to publish the notice or other document throughout the required period at all or in the stated area of the website and, in each case, such failure is wholly attributable to circumstances which it would not be reasonable to have expected the company to prevent or avoid.
- 20.6 Any notice or other document may only be served on, or delivered to, the company by anyone:
- 20.6.1 by sending it through the post in a pre-paid envelope addressed to the company or any officer of the company at the registered office of the company, or such other place in the United Kingdom as may from time to time be specified by the company;
 - 20.6.2 by delivery of it by hand to the registered office of the company or such other place in the United Kingdom as may from time to time be specified by the company; and
 - 20.6.3 if an address has been specified by the company for such purpose, in electronic form and in proving such service or delivery, proof that a notice or document in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was served or delivered notwithstanding that the company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the company subsequently sends such document or information in hard copy form by post to the member.
- 20.7 Nothing in these articles shall affect any requirement of the statutes that any particular offer, notice or other document be served in any particular manner.
- 20.8 The directors may from time to time make such arrangements or regulations (if any) as they, in their absolute discretion, think fit in relation to the giving of notices or other documents in electronic form by or to the company, the publication of documents on a website and otherwise for the purpose of implementation and/or supplementing the provisions of these articles and the statutes in relation to documents in electronic form or

the publication of documents on a website; and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this article 20.

21. DIRECTORS' INDEMNITY AND INSURANCE

- 21.1 Subject to the provisions of, and so far as may be permitted by, the statutes, but without prejudice to any other indemnity to which he may otherwise be entitled, every person who is or was at any time a director, alternate director, company secretary or other officer of the company or an associated company shall be entitled to be indemnified by and out of the assets of the company against all costs, charges, losses, expenses and liabilities incurred by him 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 in connection with the activities of the company or an associated company in its capacity of a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act) and/or otherwise in relation to or in connection with his duties, powers or office including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted, or alleged to have been done or omitted, by him as an officer or employee of the company or an associated company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted, or in connection with any application under any statute for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company or an associated company in which relief is granted to him by any court of competent jurisdiction.
- 21.2 Model Article 53 shall be amended by the replacement of the words "relevant director" with the words "every person who is or was at any time a director, alternate director, company secretary or other officer of the company or an associated company".