

Company Number 947644

SPECIAL RESOLUTION

OF

ST. JAMES'S PLACE UNIT TRUST GROUP LIMITED
(the "Company")

Passed on 12 July 2010

The following Resolution was duly passed as a Special Resolution on 12 July 2010 by way of Written Resolution under Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTION

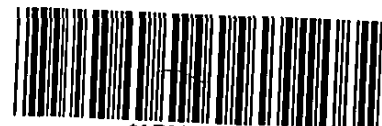
That:

- (A) the Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 Companies Act 2006, are to be treated as provisions of the Company's Articles of Association,
- (B) the regulations contained in the document attached to this Resolution and marked "A" for the purpose of identification be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association, and
- (C) the Directors shall have the powers given by section 550 of the Companies Act 2006

Signed
Company Secretary

DIRECTOR/SECRETARY
ST. JAMES'S PLACE ADMINISTRATION LIMITED
CORPORATE SECRETARY

FRIDAY



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Company Number : 947644

St. James's Place Unit Trust Group Limited

ARTICLES OF ASSOCIATION

Adopted by Special Resolution passed on 12 July 2010

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Part 1 - Interpretation and Limitation of Liability

1 Exclusion of Other Regulations and Defined Terms

- 1 1 Neither the regulations contained in Table A to the Companies Act 1985 nor the regulations contained in the Companies (Model Articles) Regulations 2009 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 12,

“chairman of meeting” has the meaning given in article 44;

“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 36,

“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,

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

“instrument” means a document in hard copy form,

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006,

“paid” means paid or credited as paid,

“participate”, in relation to a Directors’ meeting, has the meaning given in article 10,

“proxy notice” has the meaning given in article 50;

“shareholder” means a person who is the holder of a share,

“shares” means shares in the Company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006,

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law, and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

2 Liability of Members

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

Part 2 - Directors' Powers and Responsibilities

3 *Directors' General Authority*

- 3.1 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 *Shareholders' Reserve Power*

- 4.1 The shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action
- 4.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

5 *Directors May Delegate*

- 5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee,
- (b) by such means (including by Power of Attorney);
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit

- 5.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 5.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

6 *Committees*

- 6.1 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
- 6.2 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

Directors' Powers and Responsibilities

7 Directors to Take Decisions Collectively

7.1 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

7.2 If:

- (a) the Company only has one Director; and
- (b) 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

8 Unanimous Decisions

8.1 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter.

8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director, or to which each eligible Director has otherwise indicated agreement in writing

8.3 References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

8.4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting

9 Calling a Directors' Meeting

9.1 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.

9.2 Notice of any Directors' meetings must indicate

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) 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

9 3 It shall not be necessary to give notice to a Director who is absent from the United Kingdom at the time notice of the meeting is given. Notice of a Directors' meeting must be given to each Director, who is entitled to receive notice, but need not be in writing.

9 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 any business conducted at it.

10 Participation in Directors' Meetings

10.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when

- (a) the meeting has been called and takes place in accordance with the Articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10 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.

10 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.

11 Quorum of Directors' Meeting

11 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11 2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two and unless otherwise fixed, it is two.

11 3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision

- (a) to appoint further Directors, or
- (b) to call a general meeting so as to enable the shareholders to appoint further Directors.

12 Chairing of Directors' Meetings

12 1 The Directors may appoint a Director to chair their meetings.

12 2 The person so appointed for the time being is known as the chairman.

12 2 The Directors may terminate the chairman's appointment at any time

12 3 If the chairman is not participating in a Director's meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it

13 *Casting Vote*

13 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

13 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

14 *Conflicts of Interest*

14 1 Provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company, or in which the Company is otherwise interested,

(b) 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, and

(c) 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 parent undertaking or subsidiary undertaking of the Company, or any subsidiary undertaking of any parent undertaking of the Company, or any body corporate in which any such parent undertaking or subsidiary undertaking is interested, and

(i) 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;

(ii) 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,

(iii) 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 duty or obligation of confidence owed by him in relation to, or in connection with, such office or employment,

- (iv) 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
- (v) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

14.2 For the purposes of this article

- (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 parent undertaking or subsidiary undertaking of the Company, or any subsidiary undertaking of any parent undertaking of 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 extents 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 an extent so specified, and
- (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.

14.3 The Directors may (subject to such terms and conditions, if any, as they 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

- (a) any such 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
- (b) 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 paragraph 14(3)(a), 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.

14 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):

- (a) 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 it to make such a disclosure or use would result in a breach of duty or obligation of confidence owed by him in relation to, or in connection with such matter, or that office, employment or position;
- (b) 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
- (c) 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

14.5 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.

14 6 Subject to paragraph (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.

14 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.

15 Records of Decisions to be kept

15 1 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.

16 Directors' Discretion to Make Further Rules

- 16 1 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

17 Methods of Appointing Directors

- 17 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

- (a) by ordinary resolution, or
- (b) by a decision of the Directors.

- 17 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.

- 17.3 For the purposes of paragraph (2), where two 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

- 17 4 A member or members holding a majority in nominal value of the issued shares in the Company may appoint any person who is willing to act, and is permitted by law to do so, to be a Director, either to fill a vacancy or as an additional Director. Any such appointment shall be effected by a notice in writing, signed by, or on behalf of, the member or members concerned and delivered to the registered office of the Company or delivered at a meeting of the Directors or a general meeting of the Company

18 Termination of Director's Appointment

- 18 1 A person ceases to be a Director as soon as

- (a) 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,
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) 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,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

- (f) 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,
- (g) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; and
- (h) a member or members holding a majority in nominal value of the issued shares in the Company gives notice to remove that person from his position as a Director, such notice to be in writing and signed by, or on behalf of, the member or members concerned and delivered to the registered office of the Company, or delivered at a meeting of the Directors or a general meeting of the Company

19 *Directors' Remuneration*

19.1 Directors may undertake any services for the Company that the Directors decide

19.2 Directors are entitled to such remuneration as the Directors determine

- (a) for their services to the Company as Directors, and
- (b) for any other service which they undertake for the Company

19.3 Subject to the Articles, a Director's remuneration may

- (a) take any form, and
- (b) 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

19.4 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

20 *Directors' Expenses*

20.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at.

- (a) meetings of Directors, or committees of Directors,
- (b) general meetings; or
- (c) 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

21 Appointment and Removal of Alternate Directors

21 1 Any Director may appoint as an alternate any other Director or any other person approved by resolution of the Directors, to:

- (a) exercise that Director's powers, and
- (b) carry out that Director's responsibilities

in relation to the taking of decisions by the Directors in the absence of the alternate's appointor.

21 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors

21 3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

22 Rights and Responsibilities of Alternate Directors

22 1 An alternate Director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the alternate's appointor

22 2 Except as the Articles specify otherwise, alternate Directors

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of, or for their appointors

22 3 A person who is an alternate Director but not a Director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
- (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)

No alternate may be counted as more than one Director for such purposes

22 4 A Director who is also an alternate Director has an additional vote on behalf of each appointor who is:

- (a) not participating in a Directors' meeting, and
- (b) would have been entitled to vote if they were participating in it.

22.5 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director, except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

23 *Termination of Alternate Directorship*

23.1 An alternate Director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing, specifying when it is to terminate,
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a Director terminates

Part 3 - Shares and Distributions – Shares

24 All Shares to be fully Paid Up

- 24 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
- 24.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's Memorandum

25 Powers to Issue Different Classes of Share

- 25 1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue further classes of shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 25.2 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.

26 Exclusion of Pre-Emption Rights

- 26 1 Sections 561 and 562 of the Companies Act 2006, in relation to all allotments by the Company of equity securities, are hereby excluded.

27 Payment of Commissions on Subscription for Shares

- 27 1 The Company may pay any person a commission in consideration for that person
- (a) subscribing or agreeing to subscribe for shares, or
 - (b) procuring or agreeing to procure subscriptions for shares
- 27 2 Any such commission may be paid
- (a) in cash or in fully paid or partly paid shares, or other securities or partly in one way and partly in the other, and
 - (b) in respect of a conditional or an absolute subscription

28 Company not Bound by less than Absolute Interests

- 28 1 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.

29 Share Certificates

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

29.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares,
- (c) that the shares are fully paid, and
- (d) any distinguishing numbers assigned to them

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

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

29.4 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Act

30 Replacement Share Certificates

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

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares

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

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide

31 Share Transfers

31.1 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.

- 31.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 31.3 The Company may retain any instrument of transfer which is registered
- 31.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 31.5 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.

32 *Transmission of Shares*

- 32.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share
- 32.2 A transmittee who produces such evidence of entitlement to shares as the Directors may properly require.
- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and
 - (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had
- 32.3 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 .

33 *Exercise of Transmittees' Rights*

- 33.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish
- 33.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it
- 33.3 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

34 *Transmittees Bound by Prior Notices*

- 34.1 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.

Dividend and Other Distributions

35 Procedure for Declaring Dividends

- 35.1 The Company may, by ordinary resolution, declare dividends and the Directors may decide to pay interim dividends
- 35.2 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
- 35.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights
- 35.4 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
- 35.5 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
- 35.6 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
- 35.7 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

36 Payment of Dividends and Other Distributions

- 36.1 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:
- (a) transfer to a bank or building society account specified by the distribution recipient, either in writing or as the Directors may otherwise decide;
 - (b) 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;
 - (c) 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

(d) 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

36.2 In the Articles, “the distribution recipient” means, in respect of a share in respect of which a dividend or other sum is payable.

- (a) the holder of the share, or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

37 *No Interest on Distributions*

37.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the Company

38 *Unclaimed Distributions*

38.1 All dividends or other sum which are

- (a) payable in respect of shares, and
- (b) 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

38.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

38.3 If

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

39 *Non-Cash Distributions*

39.1 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)

39.2 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

- (a) fixing the value of any assets,
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

40 *Waiver of Distributions*

40.1 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:

- (a) the share has more than one holder; or
- (b) 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

41 *Authority to Capitalise and Appropriation of Capitalised Sums*

41.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

- (a) 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 any of the Company's reserves, or funds including but not limited to the share premium account, capital redemption reserve, merger reserve or revaluation reserve, and
- (b) appropriate any sum which they do 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.

41.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

41.3 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.

41.4 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

41.5 Subject to the Articles, the Directors may

- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
- (b) 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
- (c) 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

Part 4 - Decision-Making by Shareholders – Organisation of General Meetings

42 Attendance and Speaking at General Meetings

- 42.1 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.
- 42.2 A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 42.3 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.
- 42.4 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.
- 42.5 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

43 Quorum for General Meetings

- 43.1 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

44 Chairing General Meetings

- 44.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 44.2 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
- (a) the Directors present; or
 - (b) (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

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

45 *Attendance and Speaking by Directors and Non-Shareholders*

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

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

- (a) shareholder of the Company, or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings

to attend and speak at a general meeting

46 *Adjournment*

46.1 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

46.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) 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

46.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

46.4 When adjourning a general meeting, the chairman of the meeting must

- (a) 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
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting

46.5 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)

- (a) to the same persons to whom notice of the Company's general meeting is required to be given, and
- (b) containing the same information which such notice is required to contain

- 46.6 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

47 Voting - General

- 47.1 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

48 Errors and Disputes

- 48.1 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 object to is tendered, and every vote not disallowed at the meeting is valid

- 48.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

49 Poll Votes

- 49.1 A poll on a resolution may be demanded.

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) 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

- 49.2 A poll may be demanded by

- (a) the chairman of the meeting;
- (b) the Directors,
- (c) two or more persons having the right to vote on the resolution; or
- (d) 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.

- 49.3 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal

- 49.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

50 Consent of Proxy Notices

- 50.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which
- (a) states the name and address of the shareholder appointing the proxy,
 - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by, or on behalf of, the shareholder appointing the proxy, or is authenticated in such a manner as the Directors may determine; and
 - (d) 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.
- 50.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 50.3 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
- 50.4 Unless a proxy notice indicates otherwise, it must be treated as
- (a) 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
 - (b) 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

51 Delivery of Proxy Notices

- 51.1 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
- 51.2 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
- 51.3 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
- 51.4 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 appointer’s behalf.

52 Amendments to Resolutions

- 52.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

- (a) 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
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

52.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

52.3 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

Part 5 - Administrative Arrangements

53 Means of Communication to be used

- 53 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
- 53 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
- 53 3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

54 Company Seals

- 54 1 Any common seal may only be used by the authority of the Directors.
- 54 2 The Directors may decide by what means and in what form any common seal is to be used
- 54 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.
- 54 4 For the purposes of this article, an authorised person is
- (a) any Director of the Company,
 - (b) the Company Secretary (if any), or
 - (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

55 No Right to Inspect Accounts and Other Records

- 55.1 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

56 *Provision for Employees on Cessation of Business*

- 56.1 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

57 *Indemnity*

- 57.1 Subject to paragraph (s), a relevant Director of the Company, or associated company, may be indemnified out of the Company's assets against.

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company, or an associated Company,
- (b) any liability incurred by that Director in connection with the activities of the Company, or an associated company, in its capacity as a trustee of an occupational pension scheme (as defined in section 235(b) of the Companies Act 2006),
- (c) any other liability incurred by that Director as an officer of the Company, or an associated company

including by funding any expenditure incurred, or to be incurred by him in connection with any liability referred to in this paragraph (1)

- 57.2 This article does not authorise any indemnity which would be prohibited or rendered void, by any provision of the Companies Acts or by any other provision of law.

- 57.3 In this article.

- (a) the companies are associated if one is a subsidiary of the other, or both are subsidiaries of the same body corporate; and
- (b) a "relevant director" means any director, or former director of the Company, or an associated company

58 *Insurance*

- 58.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss

58 2 In this article:

- (a) a “relevant director” means any director, or former director of the Company, or an associated company
- (b) A “relevant loss” means any loss or liability which has been, or may be incurred by a relevant Director in connection with that Director’s duties or powers, in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company, or associate company, and
- (c) companies are associated if one is a subsidiary of the other, or both are subsidiaries of the same body corporate.

Miscellaneous

59 *Change of Name*

59 1 The Company’s name may be changed by

- (a) a decision of the Directors, or
- (b) a member, or members, holding a majority in nominal value of the issued shares in a company giving notice to change the name, such notice to be given in writing signed by, or on behalf of, the member or members concerned and delivered to the registered office of the Company, or delivered at a meeting of the Directors or a general meeting of the Company

60 *Winding Up*

- 60 1 If the Company is wound up, the liquidator may, with the sanction of a special resolution by the Company and any other sanction required by law, divide among the members *in specie* the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.