

Company No. 02954364

THE COMPANIES ACT 2006

---

PRIVATE COMPANY LIMITED BY SHARES

---

**RESOLUTIONS IN WRITING**

**of**

**Chrysaor (U.K.) Britannia Limited**  
**(the "Company")**

THURSDAY



\*L8Y8MEFC\*

LD2

06/02/2020

#66

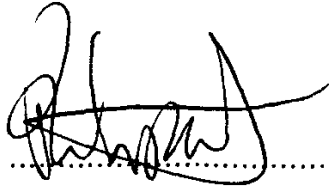
COMPANIES HOUSE

We, the undersigned, being the sole member of the Company who at the circulation date of these resolutions are entitled to attend and vote at a general meeting of the Company, **RESOLVE**, in accordance with Chapter 2, Part 13 of the Companies Act 2006 to pass the following as written resolutions which have been proposed as special resolutions:

**SPECIAL RESOLUTION**

1. **THAT** the draft articles of association which are set out at Annex 1 to these written resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.
2. **THAT** these resolutions have effect notwithstanding any provision of the Company's articles of association.

Signed by:



Director

For and on behalf of: Chrysaor Production (U.K.) Limited

Date:

28 October 2019

Notes:

1. The circulation date of these resolutions is 24 October 2019. These resolutions have been sent to eligible members who would have been entitled to vote on the resolutions on this date. Only such eligible members (or persons duly authorised on their behalf) should sign these resolutions.
2. An eligible member can signify its agreement to the resolutions by signing the resolution and by delivering a copy of the signed resolutions to an officer of the Company by hand.
3. These resolutions must be passed by a period of 28 days beginning with the circulation date (s.297 CA 2006). If these resolutions are not passed by such date they will lapse. The agreement of a member to these resolutions is ineffective if signified after this date.

---

Dated 28 October 2019

**Articles of Association**

**of**

**Chrysaor (U.K.) Britannia Limited**

**Adopted by Special Resolution passed on 28 October 2019**

## CONTENTS

Clause	Page
Part 1 - Interpretation and Limitation of Liability .....	5
1. Defined Terms .....	5
2. Exclusion of Model Articles .....	10
3. Liability of Members .....	10
Part 2 - Directors' Powers and Responsibilities .....	11
4. Directors' General Authority .....	11
5. Shareholders' Reserve Power .....	11
6. Directors may Delegate .....	11
7. Committees .....	11
8. General Decision Making Rule .....	12
9. Collective Decisions .....	12
10. Calling a Directors' Meeting .....	12
11. Participation in Directors' Meetings .....	13
12. Quorum for Directors' Meetings .....	13
13. Chairing of Directors' Meetings .....	14
14. No Casting Vote at Directors' Meetings .....	14
15. Power of Board to Authorise a Conflict Situation .....	14
16. Other Conflicts of Interest .....	15
17. Duty of Confidentiality to a Third Party .....	16
18. Consequences of Authorisation .....	16
19. Without Prejudice to Equitable Principles or Rules of Law .....	17
20. Directors' Interests: General .....	17
21. Records of Decisions to be Kept .....	17
22. Directors' Discretion to make further Rules .....	17
23. Number of Directors .....	18
24. Methods of Appointing Directors .....	18
25. Appointment Rights .....	18
26. Termination of Director's Appointment .....	20
27. Directors' Remuneration .....	21
28. Officers' Expenses .....	21
29. Appointment and Removal of Alternate Directors .....	22
30. Rights and Responsibilities of Alternate Directors .....	22
31. Termination of Alternate Directorship .....	23
32. Right to Appoint a Secretary .....	23

Part 3 - Shares and Distributions .....	23
33. All Shares to be Fully Paid Up .....	24
34. Pre-emption rights .....	24
35. Powers to Issue Different Classes of Share .....	24
36. Company not bound by less than Absolute Interests .....	24
37. Share Certificates .....	24
38. Replacement Share Certificates.....	25
39. Share Transfers.....	25
40. Transmission of Shares .....	26
41. Exercise of Transmittes' Rights .....	26
42. Transmittes Bound by Prior Notices .....	27
43. Procedure for Declaring Dividends.....	27
44. Payment of Dividends and Other Distributions .....	27
45. No Interest on Distributions .....	28
46. Unclaimed Distributions.....	28
47. Non-Cash Distributions.....	29
48. Waiver of Distributions .....	29
49. Authority to Capitalise and Appropriation of Capitalised Sums.....	29
Part 4 - Decision-Making by Shareholders.....	31
50. Members can call General Meeting if not enough Directors .....	31
51. Attendance and Speaking at General Meetings.....	31
52. Quorum for General Meetings .....	31
53. Chairing General Meetings .....	32
54. Attendance and Speaking by Directors and Non-Shareholders .....	32
55. Postponement .....	32
56. Adjournment.....	33
57. Voting: General .....	33
58. Errors and Disputes .....	34
59. Poll Votes .....	34
60. Content of Proxy Notices .....	34
61. Delivery of Proxy Notices.....	35
62. Amendments to Resolutions.....	35
Part 5 - Administrative Arrangements .....	36
63. Means of Communication to be Used .....	36
64. Company Seals .....	37
65. No Right to Inspect Accounts and Other Records .....	38
66. Provision for Employees on Cessation of Business .....	38

67. Change of Name by Directors' Resolution .....	38
68. Authentication of documents.....	38
Part 6 - Directors' Liabilities .....	38
69. Indemnity.....	38
70. Insurance .....	39
71. Defence Expenditure .....	39

## **Part 1 - Interpretation and Limitation of Liability**

### **1. Defined Terms**

#### **1.1 In the Articles, unless the context requires otherwise:**

**"Act"** means the Companies Act 2006;

**"Affiliate"** means with respect to any specified person, any other person that, directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under Common Control with, the specified person. In respect of Barclays Group, Affiliates includes (a) any person, fund or other co-investment vehicle that is Controlled or otherwise managed or advised in conjunction with Barclays Bank PLC, GNRI or any of their respective Affiliates, (b) any plan or other scheme established for compensation of employees of Barclays Bank PLC, GNRI or any of their respective Affiliates and (c) any person who has agreed, in connection with the acquisition of an interest in any Chrysaor Shares that the exercise of all voting rights in respect of such Chrysaor Shares and the decision to transfer such Chrysaor Shares shall be taken in accordance with the directions of, or otherwise managed or advised by or in conjunction with Barclays Bank PLC, GNRI or any of their respective Affiliates;

**"alternate"** or **"alternate director"** has the meaning given in Article 29.1;

**"Appointor"** has the meaning given in Article 29.1;

**"Articles"** means the Company's articles of association for the time being in force;

**"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;

**"Barclays"** means Northwharf Nominees Limited;

**"Barclays Director"** has the meaning given in Article 25.4;

**"Barclays Group"** means Barclays Bank PLC, its subsidiary undertakings and Affiliate and any fund, managed accounts arrangement, co-investment scheme or other investment vehicle managed or advised on behalf of any participant in such fund, managed accounts arrangement, co-investment scheme or investment vehicle by or in conjunction with Barclays Bank PLC, GNRI or any of its subsidiary undertakings or Affiliates;

**"Barclays Observer"** has the meaning given in Article 25.4;

**"business day"** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**"capitalised sum"** has the meaning given in Article 49.1(b);

**"Chairman"** means the chairman of the board appointed by the directors from time to time in accordance with Article 13;

**"chairman of the general meeting"** has the meaning given in Article 53;

**"Chief Executive Officer"** means the Chief Executive Officer of Chrysaor Holdings Limited from time to time, which at the date of adoption of these Articles is Phil Kirk;

**"Chrysaor Shares"** means shares in the capital of Chrysaor Holdings Limited or any holding company of Chrysaor Holdings Limited from time to time;

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

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

**"Company"** means Chrysaor (U.K.) Britannia Limited registered with company number 02954364;

**"conflict of interest"** has the meaning given in Article 20.1(c) ;

**"conflict situation"** has the meaning given in Article 15.1;

**"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person (including any individual, corporation, partnership, limited liability company, trust, unincorporated organisation, government or any department or agency thereof or any other entity), whether through ownership or voting securities, by agreement or otherwise;

**"Controlling Shareholder"** has the meaning given in Article 25.6;

**"Chromar"** means Chromar LP;

**"Chromar Director"** has the meaning given in Article 25.3;

**"Chromar Group"** means Chromar LP and Chromar GP Limited (the **"Chromar Entities"**), Donar Investments, Hulda Investments and Iduna Investments each a Cayman Islands exempted company (the **"Cayman Companies"**) and John A Hogan, or any one of the Chromar Entities' or Cayman Companies' Affiliates or (i) any entity which is subject to the same trust arrangement as the Cayman Companies (ii) any shareholder of any of the Cayman Companies or any of that shareholders' Affiliates or any entity which directly Controls, through one or more intermediaries, or is under common Control with any of the Cayman Companies or any of their Affiliates or (iii) any trustee, custodian or nominee of any entity described in (i) and (ii) above;

**"Chromar Observer"** has the meaning given in Article 25.3;

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

**"directors' meeting"** means a meeting of the board of directors;

**"distribution recipient"** has the meaning given in Article 44.2;



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

**"electronic form"** has the meaning given in section 1168 of the Act;

**"eligible director"** means 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);

**"Extraordinary Board Majority"** means (i) the approval of at least seven directors, or, if there are less than nine directors at any time (or less than nine votes capable of being cast at any meeting of the board) not less than three-quarters of the total votes capable of being cast at any such meeting of the board or (ii) an approval on the same terms by the board of Chrysaor Holdings Limited;

**"F Ordinary Chrysaor Shares"** means the F ordinary shares of £0.01 each in the capital of Chrysaor Holdings Limited;

**"fully paid"** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

**"fund"** means any fund, bank, company, unit trust, investment trust, investment company, limited, general or other partnership, industrial provident or friendly society, any collective investment scheme (as defined by the Financial Services and Markets Act 2000), any investment professional (as defined in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion Order) 2005 (the **"FPO"**)), any high net worth company, unincorporated association or partnership (as defined in article 49(2)(a) and (b) of the FPO) or any high value trust (as defined in article 49(6) of the FPO), any pension fund or insurance company or any person who is an authorised person under the Financial Services and Markets Act 2000;

**"G Ordinary Chrysaor Shares"** means the G ordinary shares of £0.40 each in the capital of Chrysaor Holdings Limited;

**"general meeting"** means a meeting of the shareholders of the Company called and held from time to time in accordance with the Act and these Articles;

**"Group"** means Chrysaor Holdings Limited, any New Holding company and their respective subsidiary undertakings from time to time, or any of them, as the context requires;

**"Harbour"** means Harbour Chrysaor Equity Holdings, Ltd;

**"Harbour Affiliate"** means (a) EIG Global Energy Partners, LLC and each of its Affiliates (the **"EIG Group"**) (b) any investment vehicle or investment account that is managed or advised by a person described in clause (a) and each of their respective Affiliates, but excluding any of their respective portfolio companies (a **"Harbour Fund"**); and (c) any partner, unitholder, shareholder or other participant or person who is directly or indirectly passively investing in a Harbour Fund and each of their Affiliates (other than the members of the EIG Group and/or a Harbour Fund) (each a **"Harbour Investee"**). For the purposes of this definition "passively investing" shall

mean that such person does not have any right to Control the Harbour Fund in question or any member of the EIG Group and/or the Group;

**"Harbour Director"** has the meaning given in Article 25.1;

**"Harbour Observer"** has the meaning given in Article 25.1;

**"hard copy form"** has the meaning given in section 1168 of the Act;

**"holder"** in relation to shares means the person whose name is entered in the Register as the holder of the shares;

**"Institutional Directors"** means the Harbour Directors, NGP Directors, Chromar Directors and Barclays Directors;

**"instrument"** means a document in hard copy form,

**"Leavers"** has the meaning given in any shareholders' agreement in force in respect of Chrysaor Holdings Limited from time to time;

**"M Ordinary Chrysaor Shares"** means the M ordinary shares of £0.01 each in the capital of Chrysaor Holdings Limited;

**"Managers"** means those persons designated as Managers in any shareholders' agreement in force in respect of Chrysaor Holdings Limited from time to time;

**"members"** means the shareholders of the Company;

**"New Holding Company"** means any new holding company of Chrysaor Holdings Limited;

**"NGP"** means NGP 9 Investment Co, LLC;

**"NGP Director"** has the meaning given in Article 25.2;

**"NGP Group"** means NGP 9 Investment Co, LLC, Natural Gas Partners IX, LP their Affiliates and any fund managed accounts arrangement, co-investment scheme or other investment vehicle managed on behalf of any participant in such fund, managed accounts arrangement, co-investment scheme or investment vehicle by or in conjunction with NGP 9 Investment CO, LLP, Natural Gas Partners IX, LP or any of their Affiliates;

**"NGP Observer"** has the meaning given in Article 25.2;

**"Ordinary Chrysaor Shares"** means the F Ordinary Chrysaor Shares and the G Ordinary Chrysaor Shares;

**"ordinary resolution"** has the meaning given in section 282 of the Act;

**"paid"** means paid or credited as paid;

**"participate"**, in relation to a directors' meeting, or part of a directors' meeting, has the meaning given in Article 11;

**"persons entitled"** has the meaning given in Article 49.1(b);

**"proxy notice"** has the meaning given in Article 60;

**"Register"** means the register of members of the Company;

**"relevant company"** has the meaning given in Article 16.2;

**"relevant officer"** has the meaning given in Article 69.3;

**"relevant loss"** has the meaning given in Article 70.2(b);

**"Relevant Termination"** has the meaning given in Article 16.5;

**"shareholder"** means a person who is the holder of a share;

**"shares"** means shares in the Company;

**"Special Board Majority"** means (i) the approval of at least six directors, or if there are fewer than nine directors at any time (or less than nine votes capable of being cast at any meeting of the board) not less than two-thirds of the total votes capable of being cast at such meeting of the board or (ii) an approval on the same terms by the board of Chrysaor Holdings Limited;

**"special resolution"** has the meaning given in section 283 of the Act;

**"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.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 A reference in these Articles to an **"article"** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4 A reference to **"writing"** or **"written"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 1.5 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 References to **"affiliate"** means with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person provided for the purposes of this term, **"control"**, **"controlled by"** and **"under common control with"**, as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and

policies of such person, whether through the ownership of voting securities, by contract or otherwise.

- 1.7 References to "**subsidiary**", "**subsidiary undertaking**" and "**parent undertaking**" shall have the same meanings given in section 1159, 1161 and 1162 of the Act, respectively.
- 1.8 References to a "**company**" include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.9 References to "**associated companies**" include companies where one is a subsidiary of the other or both are subsidiaries of the same body corporate.
- 1.10 References to a "**person**" shall be construed so as to include any individual company or other body corporate, partnership, joint venture, firm, association, fund, trust and any governmental, state or regulatory authority.
- 1.11 References to a "**day**" (including within the phrase "**business day**") shall mean a period of 24 hours running from midnight to midnight.
- 1.12 The table of contents and headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.13 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.14 Unless expressly provided otherwise, a reference to a statute or statutory provision includes a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date on which these Articles are adopted by the Company) and includes any subordinate legislation made under the relevant statute or statutory provision.

## 2. **Exclusion of Model Articles**

No regulations contained in any statute or subordinate legislation, including any of the provisions of any of the model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these Articles, shall apply as the articles of association of the Company.

## 3. **Liability of Members**

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**

### **4. Directors' General Authority**

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

### **5. Shareholders' Reserve Power**

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

### **6. Directors may Delegate**

- 6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
    - (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.
  - 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
  - 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- ### **7. Committees**
- 7.1 Other than with the approval of the board by Special Board Majority, the directors shall not be permitted to constitute any committees or sub-committees of the board of directors.
  - 7.2 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
  - 7.3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## **Decision-Making by Directors**

### **8. General Decision Making Rule**

8.1 The general rule about decision-making by directors is that any decision of the directors must be taken collectively in accordance with Article 9.

8.2 If:

- (a) the Company only has one director for the time being; and
- (b) no provision of the Articles requires it to have more than one director;

the general rule does not apply, and the director (for so long as he remains the sole director) may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

### **9. Collective Decisions**

9.1 A decision of the directors may be taken in accordance with this article when all the directors indicate to each other by any means that they share a common view on a matter.

9.2 A decision of the directors may also be taken:

- (a) at a directors' meeting by a majority of the votes of the participating eligible directors where those directors form a quorum at such a meeting; or
- (b) in the form of a directors' resolution in writing, where a majority of eligible directors has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing, provided that those directors would have formed a quorum at a directors' meeting.

9.3 Any director may propose a written resolution by giving written notice to the other directors or may request the secretary (if any) to give such notice.

9.4 All acts done by any meeting of directors, or of any committee or sub-committee of the directors, or by any person acting as a member of any such committee or sub-committee, shall as regards all persons dealing in good faith with the Company be valid, notwithstanding that there was some defect in the appointment of any director or any such persons, or that any such persons were disqualified or had vacated office, or were not entitled to vote.

9.5 In the event that Institutional Directors are appointed to the board, a copy of the draft minutes of each directors' meeting shall be circulated to each of the directors as soon as practicable following such meeting.

### **10. Calling a Directors' Meeting**

10.1 Any director may call a directors' meeting by giving not less than 5 business days' notice of the meeting (or such lesser notice as may be reasonably required other than to the

extent objected to by four or more directors) to the directors or by authorising the company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting 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.

10.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **11. Participation in Directors' Meetings**

11.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (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.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **12. Quorum for Directors' Meetings**

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 Subject to paragraph 12.4, the quorum for the transaction of business at a meeting of directors is two directors, including in each case the Chief Executive Officer and a Harbour Director (to the extent each, or any of them, are appointed to the board).

12.3 If the total number of directors for the time being is less than two, 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.
- 12.4 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 director in office besides the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 13. **Chairing of Directors' Meetings**
  - 13.1 At any given time, the largest single holder, by number, of the F Ordinary Chrysaor Shares and the G Ordinary Chrysaor Shares (taken together as if one class of Chrysaor Share) shall be entitled to designate one of the directors as the Chairman of the board and terminate such appointment at any time.
  - 13.2 Subject to Article 13.1, the directors may appoint a director to chair their meetings and terminate such appointment at any time.
  - 13.3 If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 14. **No Casting Vote at Directors' Meetings**
  - 14.1 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 shall not have a casting vote.
- 15. **Power of Board to Authorise a Conflict Situation**
  - 15.1 The directors shall have the power to authorise any matter which would or might otherwise involve a breach of a director's duty under section 175 of the Act to avoid a conflict of interest (a "**conflict situation**"). Authorisation of a conflict situation under this article shall be effective only if:
    - (a) any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
    - (b) the matter was agreed to without their voting, or would have been agreed to if their votes had not been counted.
  - 15.2 Any authorisation of a conflict situation under Article 15.1 may:
    - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised; and
    - (b) be subject to such conditions or limitations as the board may determine, whether at the time such authorisation is given or subsequently,and may be revoked or varied by the board at any time, but without affecting anything done by the director before such revocation or variation in accordance with the terms of the authority.



- 15.3 A director shall not be accountable to the Company for any benefit which he (or a person connected with him) derives from any conflict situation which has been authorised by the board under Article 15.1 (subject to any conditions or limitations imposed in accordance with Article 15.2(b)), nor shall the receipt of any such benefit constitute a breach of his duty under section 176 of the Act, nor any related contract, transaction or arrangement be liable to be avoided on the grounds of such benefit.

**16. Other Conflicts of Interest**

- 16.1 A director may have an interest of the following kind, and no authorisation by the board shall be required under Article 15.1 in respect of any such interest:

- (a) where a director is or becomes a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any relevant company;
- (b) where a director is a party to, or otherwise interested in, any contract, transaction or arrangement with a relevant company;
- (c) where a director holds any other office or place of profit with a relevant company (other than as auditor) in conjunction with his office of director for such period and on such terms, including as to remuneration, as the board may decide;
- (d) where the director acts (or a firm of which he is a partner, employee or member acts) in a professional capacity for any relevant company (other than as auditor), whether or not he or it is remunerated for the services;
- (e) where a director represents the interests of a direct or indirect shareholder whose interests may conflict, from time to time, with the interests of the Company; or
- (f) where a director holds an interest in: (i) a direct or indirect shareholder; and/or (ii) an affiliate of a shareholder; and/or (iii) a body corporate, trust, partnership (including limited partnerships) or fund which controls, is controlled by or is under common control with the shareholder.

- 16.2 For the purposes of this Article, "**relevant company**" shall mean:

- (a) the Company;
- (b) any subsidiary undertaking of the Company;
- (c) any parent undertaking of the Company or a subsidiary undertaking of any such parent undertaking;
- (d) any undertaking which directly or indirectly holds debt or equity interests in any parent undertaking of the Company;
- (e) any body corporate promoted by the Company; or
- (f) any body corporate in which the Company is otherwise directly or indirectly interested.

- 16.3 A director shall declare the nature and extent of any interest falling within Article 16.1 in accordance with the provisions of Article 20.1 below, save if, or to the extent that, it concerns the terms of his service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the directors, or by a committee of directors appointed for the purpose under these Articles.
- 16.4 A director shall not be accountable to the Company for any benefit which he (or a person connected with him) derives from any interest falling within Article 16.1, nor shall the receipt of any such benefit constitute a breach of his duty under section 176 of the Act, nor any related contract, transaction or arrangement be liable to be avoided on the grounds of such benefit.
- 16.5 While Phil Kirk is the Chief Executive Officer, the Chief Executive Officer (and any director appointed by him) shall be entitled to participate in any vote in connection with the termination of his service agreement and/or that of the other director appointed by him (each a "**Relevant Termination**") or his compensation by the Company and/or that of the other director appointed by the Chief Executive Officer. A decision by the board to approve a Relevant Termination shall be made by a simple majority.
- 17. Duty of Confidentiality to a Third Party**
- 17.1 Subject to Article 17.2, where a director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to another person, he shall not be required to:
- (a) disclose such information to the Company or to the board of directors, or to any director, officer or employee of the Company; or
  - (b) otherwise use or apply such confidential information in performing his duties as a director.
- 17.2 To the extent that a director's relationship with that other person referred to in Article 17.1 gives rise to a conflict situation, Article 17.1 applies only if:
- (a) the existence of that relationship has been approved by the board pursuant to Article 15.1; and
  - (b) (without prejudice to his general obligations of confidentiality) the director observes a strict duty of confidentiality to the Company for any confidential information of the Company relating to the relevant conflict situation, save that a director is released from his duty of confidentiality to the Company in respect of any confidential information of the Company relating to the relevant conflict situation to the extent that he may provide that information to any relevant company and to any shareholder in a relevant company and any parent undertaking of such a shareholder.
- 18. Consequences of Authorisation**
- 18.1 Where the existence of a director's relationship with another person gives rise to a conflict situation which has been approved by the board pursuant to Article 15.1, the director shall not be in breach of his general duties to the Company under sections 171 to 177 of the Act if he:

- (a) absents himself from meetings of the board at which any matter relating to that conflict situation will or may be discussed or from the discussion of any such matter at any other meeting or otherwise; and/or
- (b) makes arrangements not to receive documents and information relating to that conflict situation sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser,

for so long as he reasonably believes such conflict situation subsists.

**19. Without Prejudice to Equitable Principles or Rules of Law**

Articles 17.1 and 18 are without prejudice to any equitable principle or rule of law which may excuse a director from disclosing or receiving information, or attending meetings or discussions, in circumstances where this would otherwise be required under these Articles.

**20. Directors' Interests: General**

**20.1 For the purposes of Articles 15 to 19:**

- (a) an interest of a person who is connected with a director shall be treated as an interest of the director;
- (b) sections 252 and 253 of the Act shall determine whether a person is connected with a director; and
- (c) a "**conflict of interest**" includes a conflict of interest and duty and a conflict of duties.

**20.2 The Company may by ordinary resolution ratify any contract, transaction or arrangement, or any other matter, not properly authorised by reason of a contravention of Articles 15 to 19.**

**21. Records of Decisions to be Kept**

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

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

**22. Directors' Discretion to make further Rules**

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

**Appointment of Directors**

23. **Number of Directors**

- 23.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not more than nine and not less than two.

24. **Methods of Appointing Directors**

- 24.1 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; or
- (c) by notice in writing served on the Company by any person who is authorised pursuant to these articles to appoint any person to the board of directors.

- 24.2 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.

- 24.3 For the purposes of Article 24.2, 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.

25. **Appointment Rights**

- 25.1 Subject to Article 25.9, Harbour (or any Harbour Affiliate (excluding any Harbour Investee) to whom Harbour has transferred Chrysaor Shares) shall have the right from time to time to appoint, in aggregate, up to four persons to be non-executive directors of the Company (a "**Harbour Director**") (or, if it so elects, an observer (a "**Harbour Observer**")) and to remove from office any person so appointed and to appoint another person in his place, provided that in the event that Harbour ceases to hold at least 30 per cent. in number of the outstanding and issued F Ordinary Chrysaor Shares and G Ordinary Chrysaor Shares it shall only be entitled to appoint, remove and replace two Harbour Directors and no Harbour Observers. A Harbour Observer will not be a director but shall be entitled to receive notice of, attend and speak at all meetings of directors as if he were a director.

- 25.2 Subject to Article 25.9, NGP (and/or the member(s) of the NGP Group to whom NGP has transferred Chrysaor Shares) shall together have the right from time to time to appoint, in aggregate, up to one person to be a non-executive director of the Company (an "**NGP Director**") (or, if it so elects, an observer (an "**NGP Observer**")) and to remove from office any person so appointed and to appoint another person in his place, other than a Leaver. An NGP Observer will not be a director but shall be entitled to receive notice of, attend and speak at all meetings of directors as if he were a director.

- 25.3 Subject to Article 25.9, Chromar (and/or the member(s) of the Chromar Group to whom Chromar has transferred Chrysaor Shares) shall together have the right from time to time to appoint, in aggregate, up to one person to be a non-executive director of the

Company (a "**Chromar Director**") (or, if it so elects, an observer (a "**Chromar Observer**")) and to remove from office any person so appointed and to appoint another person in his place, other than a Leaver. A Chromar Observer will not be a director but shall be entitled to receive notice of, attend and speak at all meetings of directors as if he were a director.

- 25.4 Subject to Article 25.9, Barclays (and/or the member(s) of the Barclays Group to whom Barclays has transferred Chrysaor Shares) shall together have the right from time to time to appoint, in aggregate, up to one person to be a non-executive director of the Company (a "**Barclays Director**") (or, if it so elects, an observer ("**Barclays Observer**")) and to remove from office any person so appointed and to appoint another person in his place, other than a Leaver. A Barclays Observer will not be a director but shall be entitled to receive notice of, attend and speak at all meetings of directors as if he were a director.
- 25.5 The Chief Executive Officer shall have the right to be a director and also to appoint one other person to be an executive director (or, if at any time Phil Kirk is not the Chief Executive Officer, Managers holding more than 50 per cent. of the M Ordinary Chrysaor Shares held by all the Managers and who are not Leavers shall have the right from time to time to appoint two persons to be executive directors provided that such persons so appointed are not Leavers (other than if such persons appointed are Leavers and are approved by the board with Special Board Majority and if not so approved, the provisions of this Article 25.5 shall be repeated)) and to remove from office any person so appointed and to appoint another person in his place.
- 25.6 Notwithstanding any other provision of this Article 25, in the event that a shareholder of Chrysaor Holdings Limited holds over 52 per cent. of the Ordinary Chrysaor Shares (by number of Ordinary Chrysaor Shares (other than treasury shares)) (the "**Controlling Shareholder**"), the following provisions shall apply in respect of director appointments and neither an Extraordinary Board Majority nor a Special Board Majority shall be required to approve the same, and:
- (a) such Controlling Shareholder shall be entitled to appoint such number of persons to the board as non-executive directors as would enable such director(s) to pass a majority decision of the board and to remove from office any person so appointed and to appoint another person in his place; and
  - (b) all matters in these Articles which require the approval of the Special Board Majority or the Extraordinary Board Majority shall be deemed to require the approval of the majority of the board and the written consent of the relevant Controlling Shareholder only.
- 25.7 Any appointment or removal pursuant to this Article 25 shall be in writing served on the Company and signed by the relevant appointor(s). Such appointment or removal (which may consist of several documents) may be signed by or on behalf of any such appointor by any director or the secretary of such holder (if a corporation), by its duly appointed attorney or by its duly authorised representative (if a corporation).
- 25.8 If, at any time:

- (a) an Institutional Director has not been appointed pursuant to this Article 25, references to the consent or approval of all or a specified number of the Institutional Directors shall be construed as references to written consent of the appointor(s) in question; and
- (b) Harbour or a Controlling Shareholder has appointed less than the maximum number of directors permitted hereunder the director(s) which have been appointed hereunder by Harbour and/or the Controlling Shareholder shall, between them, have that number of votes at any meeting of the equal to the maximum numbers of directors which, at that time, can be appointed by them hereunder.

**25.9 In the event that:**

- (a) Harbour and the Harbour Affiliates' (excluding any Harbour Investees) aggregate holding of Shares falls below 10 per cent. of the total number of the F Ordinary Chrysaor Shares and the G Ordinary Chrysaor Shares (taken together as if one class of Chrysaor Share), the board (by Special Board Majority), may determine (acting reasonably) (at the time of giving such approval, or at any time thereafter) that Harbour and/or any Harbour Affiliate (excluding any Harbour Investee) may from time to time appoint, in aggregate, one person to be a non-executive director of the Company and to remove from office any person so appointed and to appoint another person in his place; or
- (b) any of Harbour and the Harbour Affiliates' (excluding any Harbour Investees), the NGP Group's, the Chromar Group's or the Barclays Group's aggregate holding of Shares falls below 3 per cent. of the total number of the F Ordinary Chrysaor Shares and the G Ordinary Chrysaor Shares (taken together as if one class of Share) the board (by Special Board Majority), shall determine (acting reasonably) (at the time of giving such approval, or at any time thereafter) whether some or all of Harbour and the Harbour Affiliate's, the NGP Group's, the Chromar Group's or the Barclays Group's (as applicable) rights under this Article 25 shall be forfeited and/or transferred to any other person.

**26. Termination of Director's Appointment**

**26.1 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 Act 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) that person is, or may be, suffering from mental disorder and either:

- (i) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would 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; or
- (g) notification requesting removal is received by the Company from any person who is authorised to remove any director that such person appointed pursuant to Article 25.

## **27. Directors' Remuneration**

27.1 Directors may undertake any services for the Company that the directors decide.

27.2 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,

save that no fees or other remuneration (including reimbursement of any travelling, accommodation and related costs and expenses, out-of-pocket expenses, fees or other costs incurred in attending or travelling to and from meetings of the board or otherwise in the discharge of their duties as a director) shall be payable to any Institutional Director.

27.3 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.

27.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

27.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **28. Officers' Expenses**

28.1 Subject to Article 27.2, the Company may pay any reasonable expenses which the directors (including alternate directors) and any secretary 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**

#### **29. Appointment and Removal of Alternate Directors**

29.1 Any director (the "**Appointor**") may appoint as an alternate ("**alternate**" or "**alternate director**") 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.

29.2 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.

29.3 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.

#### **30. Rights and Responsibilities of Alternate Directors**

30.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.

30.2 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,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

30.3 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 present (but only if that person's Appointor is not participating); and
- (b) may participate in a decision of the directors (but only if his Appointor is an eligible director in relation to that decision, but does not participate).

30.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

30.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be 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.

### 31. Termination of Alternate Directorship

31.1 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.

## Secretary

### 32. Right to Appoint a Secretary

32.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## Part 3 - Shares and Distributions

**33. All Shares to be Fully Paid Up**

- 33.1 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.
- 33.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

**34. Pre-emption rights**

The directors may allot equity securities as if Section 561 of the Companies Act 2006 (Existing shareholders' rights of pre-emption) did not apply to the allotment.

**35. Powers to Issue Different Classes of Share**

- 35.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 35.2 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.

**36. Company not bound by less than Absolute Interests**

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or any other right in respect of any share other than the holder's absolute ownership of it and all the rights attaching to it.

**37. Share Certificates**

- 37.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 37.2 Every person (except a person to whom the Company is not required by law to issue a share certificate) who is a shareholder and whose name is entered on the Register in respect of one or more shares shall upon issue or transfer to him of such shares be entitled, without payment, to one or more share certificates in respect of such shares within one month after issue or within 10 business days after lodgement of the transfer.
- 37.3 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.

- 37.4 No certificate may be issued in respect of shares of more than one class.
- 37.5 If more than one person holds a share, only one certificate may be issued in respect of it.
- 37.6 Certificates must:
- (a) have affixed to them the Company's common seal; or
  - (b) be otherwise executed in accordance with the Companies Acts.
38. **Replacement Share Certificates**
- 38.1 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.
- 38.2 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 and indemnity and the payment of any exceptional out of pocket expenses reasonably incurred by the Company as the directors decide.
39. **Share Transfers**
- 39.1 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.
- 39.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 39.3 The Company may retain any instrument of transfer which is registered.
- 39.4 The transferor remains the holder of a share until the transferee's name is entered in the Register as holder of it.
- 39.5 Subject to Articles 39.6 to 39.8 (inclusive), 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, together with reasons for such refusal, as soon as practicable and in any event within two months of the transfer being lodged with the Company, unless they suspect that the proposed transfer may be fraudulent.

39.6 Notwithstanding anything contained in these Articles:

- (a) the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares; and
- (b) a holder of shares in the Company is not 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 current shareholders of the Company before any transfer may take place,

where in any such case the transfer is or is to be:

- (c) executed by a bank or institution to which such shares have been mortgaged or charged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security;
- (d) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or
- (e) to any such bank or institution (or to its nominee) pursuant to any such security.

39.7 A certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts other in the absence of manifest error.

39.8 Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this Article.

#### **40. Transmission of Shares**

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

40.2 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.

40.3 Subject to Article 24.1(c), 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.

#### **41. Exercise of Transmittees' Rights**

- 41.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 41.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 41.3 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.

**42. Transmittees Bound by Prior Notices**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of the person nominated under Article 40.2(a), has been entered in the Register.

**Dividends and Other Distributions**

**43. Procedure for Declaring Dividends**

- 43.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 43.2 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.
- 43.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 43.4 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.
- 43.5 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 arrears.
- 43.6 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.
- 43.7 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.

**44. Payment of Dividends and Other Distributions**

- 44.1 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 in writing;
- (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 in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
- (d) any other means of payment as the directors agree with the distribution recipient in writing.

44.2 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; 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.

#### 45. **No Interest on Distributions**

45.1 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.

#### 46. **Unclaimed Distributions**

46.1 All dividends or other sums 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.

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

46.3 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.

#### **47. Non-Cash Distributions**

47.1 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).

47.2 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.

#### **48. Waiver of Distributions**

48.1 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**

#### **49. Authority to Capitalise and Appropriation of Capitalised Sums**

49.1 Subject to the Articles, and in accordance with Articles 49.2 to 49.5, 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 the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") for the purpose of applying it 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.

49.2 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.

49.3 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.

49.4 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.

49.5 Subject to the Articles the directors may:

- (a) apply capitalised sums in accordance with Articles 49.3 and 49.4 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**

##### **50. Members can call General Meeting if not enough Directors**

###### **50.1 If:**

- (a) The Company has fewer than two directors; and
- (b) the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so,

then two or more members may call a general meeting (or instruct any Company secretary to do so) for the purpose of appointing one or more directors.

##### **51. Attendance and Speaking at General Meetings**

51.1 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.

51.2 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.

51.3 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.

51.4 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.

51.5 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.

##### **52. Quorum for General Meetings**

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

52.2 If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.

52.3 If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general

meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.

- 52.4 A proxy or corporate representative must vote in accordance with directions of the appointing member but there is no obligation on the Company to check whether a proxy or corporate representative has voted in accordance with instructions and such vote is not invalidated should instructions not have been followed.

**53. Chairing General Meetings**

- 53.1 If the directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

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

- (a) the directors present; or
- (b) (if no directors are present), the general meeting

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

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

**54. Attendance and Speaking by Directors and Non-Shareholders**

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

- 54.2 The chairman of the general meeting may permit other persons who are not:

- (a) shareholders 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.

**55. Postponement**

- 55.1 If the directors in their absolute discretion decide that it is unreasonable or impracticable for any reason to hold a general meeting at the time or place specified in the notice of that general meeting, they may postpone the general meeting to another time or place by giving notice of the revised time or place to all the members.

**56. Adjournment**

- 56.1 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 general meeting a quorum ceases to be present, the chairman of the general meeting must adjourn it.
- 56.2 If, at the adjourned general meeting, a quorum is not present within half an hour from the time at which the meeting was due to start or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved.
- 56.3 The chairman of the general 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 general meeting that an adjournment is necessary to protect the safety of any person attending the general meeting or ensure that the business of the general meeting is conducted in an orderly manner.
- 56.4 The chairman of the general meeting must adjourn a general meeting if directed to do so by the meeting.
- 56.5 When adjourning a general meeting, the chairman of the general 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.
- 56.6 If the continuation of an adjourned general 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:
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
  - (b) containing the same information which such notice is required to contain.
- 56.7 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**

**57. Voting: General**

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

**58. Errors and Disputes**

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

**59. Poll Votes**

- 59.1 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.
- 59.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 59.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
  - (b) the chairman of the general meeting consents to the withdrawal,
- and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 59.4 A poll on the election of the chairman of the general meeting or on a question of adjournment must be taken immediately. Other polls must be taken within 30 days of their being demanded. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the general meeting at which it is demanded. In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

**60. Content of Proxy Notices**

- 60.1 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 manner as the directors may determine; and
  - (d) is delivered to the Company in accordance with the Articles not less than 48 hours (excluding any part of a day that is not a working day) before the time appointed for holding the meeting or adjourned meeting at which the right to

vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

- 60.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 60.3 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.
- 60.4 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

#### **61. Delivery of Proxy Notices**

- 61.1 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.
- 61.2 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.
- 61.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned meeting to which it relates.
- 61.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 61.5 When two or more valid but differing appointments of proxy are delivered or received in respect of the same share for use at the same general meeting or poll, the one which is last delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other as regards that share. If the Company is unable to determine which was last delivered or received, none of them shall be treated as valid in respect of that share. No proxy notice shall be valid after the expiration of twelve months from the date stated in it as the date of its execution.

#### **62. Amendments to Resolutions**

- 62.1 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 general meeting, materially alter the scope of the resolution.
- 62.2 Notwithstanding that prior written notice to amend a resolution shall not have been given in accordance with Article 62.1, the chairman of the general meeting, in his absolute discretion, may accept or propose at any general meeting or adjourned general meeting amendments of a minor or formal nature or to correct a manifest error or which he may in his absolute discretion consider fit for consideration at the meeting.
- 62.3 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - (a) the chairman of the general 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.
- 62.4 If the chairman of the general 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**

### **63. Means of Communication to be Used**

- 63.1 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 Act 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.
- 63.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
  - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

- (c) if properly addressed and sent or supplied by electronic means, the same day as the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

63.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

63.4 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, the Company need only give notice of a general meeting to those members with whom the Company can communicate by electronic means and who have provided the Company with an address for this purpose. The Company shall also advertise the notice on the same date in at least one national daily newspaper with circulation in the United Kingdom. In any such case the Company shall send confirmatory copies of the notice by post or by electronic means to an address for the time being notified to the Company by the member for such purposes if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

63.5 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.

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

#### **64. Company Seals**

64.1 Any common seal may only be used by the authority of the directors or a committee of the directors.

64.2 The directors may decide by what means and in what form any common seal is to be used.

64.3 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 or two authorised signatories.

64.4 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.

**65. No Right to Inspect Accounts and Other Records**

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

**66. Provision for Employees on Cessation of Business**

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

**Company Name**

**67. Change of Name by Directors' Resolution**

67.1 The Company may change its name by resolution of the directors.

**68. Authentication of documents**

68.1 Any director or the Secretary (if any) or any person appointed by the directors for the purpose shall have power to authenticate:

- (a) any document affecting the constitution of the Company;
- (b) any resolution passed at a general meeting or at a meeting of the directors or any committee; and
- (c) any book, record, document or account relating to the business of the Company, and to certify copies or extracts as true copies or extracts.

68.2 A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

**Part 6 - Directors' Liabilities**

**69. Indemnity**

69.1 Subject to Article 69.1(b), but without prejudice to any indemnity to which a relevant officer is otherwise entitled:



- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 69.1(a)(i) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

69.2 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.

69.3 In this article "**relevant officer**" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## 70. Insurance

70.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

70.2 In this article:

- (a) "**relevant officer**" has the meaning given in Article 69.3; and
- (b) "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

## 71. Defence Expenditure

71.1 So far as may be permitted by the Act, the Company may:

- (a) provide a relevant officer with funds to meet expenditure incurred or to be incurred by him in:
  - (i) defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company of the Company; or
  - (ii) in connection with any application for relief under the provisions mentioned in Section 205(5) of the Act; and
- (b) do anything to enable any such relevant officer to avoid incurring such expenditure.

71.2 The terms set out in Section 205(2) of the Act shall apply to any provision of funds or other things done under Article 71.1.

71.3 So far as may be permitted by the Act, the Company:

- (a) *may provide a relevant officer with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company of the Company; and*
- (b) may do anything to enable any such relevant officer to avoid incurring such expenditure.