

Company No 3684054

**VEOLIA ENERGY CLEANPOWER ONE UK LIMITED (THE "COMPANY")**  
**WRITTEN RESOLUTION**

Circulation Date 10 June 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution (the "**Special Resolution**")

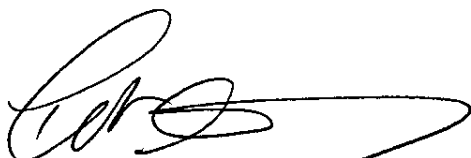
**SPECIAL RESOLUTION**

**THAT** the Articles of Association in the form attached to this resolution (for the purpose of identification marked "A") and initialled by an officer of the Company be and are hereby adopted as the new Articles of Association of the Company in substitution for all previous Articles of Association of the Company

**AGREEMENT**

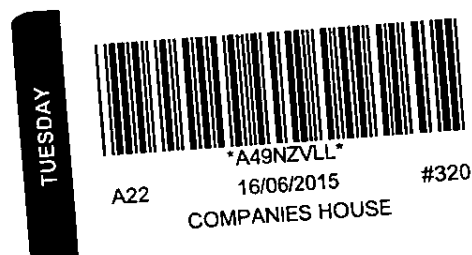
Please read the notes at the end of this document before signifying your agreement to the Special Resolution

The undersigned, being the sole shareholder entitled to vote on the Special Resolution on 10 June 2015, hereby irrevocably agrees to the Special Resolution



Signed for and on behalf of  
**Veolia Energy & Utility Services UK plc**

10 JUNE 2015  
Date



Company No 3684054

## NOTES

1 If you agree with the Special Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version by hand or by post to Celia Gough, Company Secretary, Veolia Energy Cleanpower One UK Limited, 210 Pentonville Road, London N1 9JY

You may not return the resolutions to the Company by any other method

If you do not agree to the Special Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Special Resolutions, you may not revoke your agreement

3 Unless, by 7 July 2015, sufficient agreement has been received for the Special Resolution to pass, they will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or during this date

4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or other authority when returning this document



No 3684054

MEMORANDUM and ARTICLES  
OF ASSOCIATION OF  
**VEOLIA ENERGY CLEANPOWER ONE UK LIMITED**

Revised by Special Resolution on	14 August 2007 and
Name changed by Special Resolution on	26 November 2014

The Companies Act 1985

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**of**

**VEOLIA ENERGY CLEANPOWER ONE UK LIMITED**

(As altered by Special Resolutions passed on 14 August 2007 and 26 November 2014)

- 1 The name of the Company is "Veolia Energy Cleanpower One UK Limited" <sup>1</sup>
- 2 The Company is to be a private company
- 3 The registered office of the Company will be situated in England
- 4 The objects for which the Company is established are
  - (a) To promote, establish, design, finance, construct, install, operate, service, maintain provision of facilities management, planned lighting maintenance and repair and supply fuel for heating schemes, heat distribution, ventilation, refrigeration and air conditioning systems, systems for the treatment of refuse, water treatment systems, heat storage systems, mechanical and electrical systems of all kinds, systems for the generation of heat or electrical or other power in connection with or independently from any of the foregoing and using any energy source including solar or geothermal sources and systems for the management and conservation of energy together with any buildings, structures, boiler houses, plant, pipes, apparatus, appliances, and other works for use in connection with any of the foregoing and to provide property management services
  - (b) To supply any of the Company's services to any person or persons, company, corporation, authority, Government Department or other undertaking
  - (c) To do all or any of the matters hereby authorised either alone or in partnership or in conjunction with or as factors, agents or trustee for any other company or persons, or by or through any factors, trustees or agents
  - (d) To enter into any arrangements with any Government, Government Department or authorities (whether supreme, municipal, local or otherwise),

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<sup>1</sup> The name of the Company was changed to TS41 (Power Resources 1) Limited via Special Resolution passed on 1 March 2001, Company name changed to Dalika Cleanpower One Limited via Special Resolution passed on 14 August 2007, and Company name changed to Veolia Energy Cleanpower One UK Limited via Special Resolution passed on 26 November 2014

or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from such Government, Government Department, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions, which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions

- (e) To invest the moneys of the Company on the security or in the acquisition of any lands, buildings, leases, under-leases, easements, rights or privileges, or of any stocks, shares, debentures, debenture stocks, bonds, obligations or securities of any government, state or authority or of any public or private company, incorporate or unincorporate, and to hold and from time to time vary or dispose of the same, but so that such properties and investments as aforesaid and any properties and investments acquired in substitution therefor shall be acquired for the purpose of investment only for the advantages to be derived from the income arising therefrom
- (f) To purchase, take on lease, exchange, hire or otherwise acquire any estate or interest in any lands, buildings, easements, mines of coal or ironstone or other minerals, rights, privileges, concessions, machinery, patents, stock-in-trade, and any real and personal property of any kind which the Company may think necessary or convenient for the purposes of its business including acquiring railway or other wagons, trucks, engines, etc on hire-purchase agreement, or otherwise, to sell, improve, manage, develop, exchange, lease, mortgage, dispose of, or otherwise deal with all or any part of the property and rights of the Company,
- (g) To build, construct, maintain, alter, enlarge, pull down, remove and replace any buildings, walls, wharves, roads, railways, tramways, machinery, engines, fences, banks, dams, sluices or watercourses, or carry out any other works which may be convenient or necessary in, connection with any business or objects of the Company
- (h) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any, patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire
- (i) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on or which can be carried on in conjunction therewith or which are capable of being conducted directly or indirectly to the benefit of the Company, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person, firm or

company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, or other securities or rights so received

- (j) To improve, manage, cultivate, develop, grant rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company
- (k) To vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or company on behalf or for the benefit of the Company, and with or without any declared trust in favour of the Company
- (l) To invest and deal with the moneys of the Company in such manner as may from time to time be determined
- (m) To lend and advance money or give credit to such persons, firms or companies on such terms as may seem expedient
- (n) To receive money on deposit or loan, and to borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures (perpetual or otherwise) or other securities or rights, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also (whether or not for any consideration) by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake
- (o) To guarantee (whether or not for any consideration) the performance of any contract or obligation and the payment of money of or by any person or body whatsoever, whether corporate or not, and in particular to guarantee the capital and principal of and dividends and interest on any shares, debentures or other securities of any company, and generally to give guarantees and indemnities
- (p) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments,
- (q) To apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government, state or municipality, Provisional Order or Licence of the Board of Trade or other objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its members

- (r) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company, or carrying on or proposing to carry on any business capable of being conducted so as directly or indirectly to benefit the Company
- (s) To remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise
- (t) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation and registration of or the raising of money for the Company or the issue of its capital or the application to any Stock Exchange for permission to deal in and for quotation for any or all of its share or loan capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company
- (u) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid
- (v) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such company as aforesaid
- (w) To sell, lease, mortgage or otherwise dispose of the whole or any part of the property, assets or undertaking of the Company for such consideration as the Company may think fit, and in particular for shares, whether fully or partly paid up, debentures or other securities of any other company, whether or not having objects altogether or in part similar to those of the Company

- (x) To distribute among the members of the Company in kind any property of the Company (whether by way of dividend or otherwise), and in particular any shares, debenture or other securities of other companies belonging to the Company or of which the Company may have the power of disposing
- (y) To engage in currency exchange and interest rate transactions, including but not limited to dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate arrangements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to, or derived from any of the foregoing for the purpose of managing a currency or interest rate exposure or any other exposure
- (z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them

And it is hereby declared that the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company. Provided that nothing herein contained shall empower the Company to carry on the business of assurance, insurance or reinsurance within the meaning of the Insurance Companies Act, 1958, or of any Act amending, extending or re-enacting the same

5 The liability of the members is limited

6 The authorised share capital of the Company at the date of the adoption of the Articles is £150,000,000 divided into 1 "A" Class Share, 1 "B" Class Share and 149,999,998 ordinary shares of £1 each, each class of shares having attached thereto the rights set out in the Articles of Association of the Company

As at 14 August 2007, the share capital of the Company is £150,000,000 divided into 150,000,000 Ordinary Shares of £1 each



We, the several persons whose name and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

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**NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS**

**NUMBER OF SHARES TAKEN BY EACH  
SUBSCRIBER**

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Atkins Investments Ltd  
Woodcote Grove  
Ashley Road  
Epsom  
Surrey KT18 5BW

ONE "A" Class

Royal Bank Leasing Ltd  
24/25 St Andrew Square  
Edinburgh  
EH2 1AF

ONE "B" Class

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Dated this 18th November 2004

**The Companies Act 1985  
as amended by Companies Act 1989, Companies Act  
(Audits, Investigations and Community Enterprise) Act 2004  
and Companies Act 2006**

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**COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**of**

**VEOLIA ENERGY CLEANPOWER ONE UK LIMITED**

(As altered by Special Resolution on 14 August 2007,  
Special Resolution to change the name on 26 November 2014 and  
as altered by Special Resolution on 10 June 2015)

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**PRELIMINARY**

- 1 The regulations in Table A in the Companies (Table A to F) Regulations 1985 do not apply to the Company
- 2 In these Articles, if not inconsistent with the context, the words standing in the first column of the following table shall bear the meanings set opposite them respectively in the second column

**WORDS**

**MEANINGS**

**the Act**

the Companies Act 1985 (as amended by the Companies Act 1989, the Companies (Audits Investigations and Community Enterprise) Act 2004 and the Companies Act 2006 or any statutory re-enactment or modification thereof for the time being in force, and any reference to any section or provision of the Act shall be deemed to include a reference to any statutory re-enactment or modification thereof for the time being in force

**Address**

includes, in relation to an electronic communication, any number or address used for the purpose of such communications

**these Articles**

these Articles of Association as from time to time altered by Special Resolution



<b>the Auditors</b>	the Auditors for the time being of the Company
<b>the Board</b>	includes a communication comprising sounds or images or both and a communication effecting payment
<b>electronic communication</b>	a communication transmitted (whether from one person to another, from one device to another or from a person to a device or <i>vice versa</i> )
	(a) by means of a telecommunications system (within the meaning of the Telecommunications Act 1984), or
	(b) by other means but while in an electronic form
<b>the Office</b>	the Registered Office of the Company
<b>the Seal</b>	the Common Seal of the Company
<b>the Register</b>	the Register of Members of the Company
<b>The United Kingdom</b>	Great Britain and Northern Ireland
<b>Paid</b>	paid or credited as paid
<b>Dividend</b>	dividend or bonus
<b>Year</b>	year from 1st January to 31st December inclusive
<b>Month</b>	calendar month
<b>in writing</b>	written, or produced by any visible substitute for writing, or partly one and partly another

The expression "Secretary" shall include a temporary or assistant Secretary and any person appointed by the Board to perform any of the duties of the Secretary

The expression "capital redemption reserve" shall include any capital redemption reserve fund

Words denoting the singular number shall include the plural number and vice versa, words denoting the masculine gender shall include the feminine gender, words denoting persons shall include corporations

Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles

## **SHARE CAPITAL**

### **CAPITAL**

- 3 The Share Capital of the Company is £150,000,000 divided into 150,000,000 Ordinary Shares of £1 each

The "A" Shares and "B" Shares shall provide rank pari passu in all respects and be deemed to form a single class of Shares

#### **VARIATION OF RIGHTS**

- 4 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the affected class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of that class (but not otherwise) All the provisions of these Articles relating to General Meetings shall, mutatis mutandis, apply to every such separate General Meeting, except that
- (a) the necessary quorum at any such meeting other than an adjourned meeting shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question and at an adjourned meeting one person holding shares of the class in question or his proxy,
  - (b) any holder of shares of the class in question present in person or by proxy may demand a poll, and
  - (c) the holders of shares of the class in question shall, on a poll, have one vote in respect of every share of the class held by them respectively
- 5 The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not, unless otherwise expressly provided by these Articles or the conditions of issue of such shares, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith or subsequent thereto

#### **SHARES**

- 6 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by resolution determine
- 7 Subject to the provisions of the Act and of these Articles, the Board may allot, issue or grant options over any shares for the time being unissued, and may determine the rights to be attached thereto and the terms upon which they may be allotted or issued, unless the Company in General Meeting shall otherwise resolve
- 8 In addition to all other powers of paying commissions, the Company may exercise the powers of paying commissions conferred by the Act Subject to the provisions of the Act, such commissions may be satisfied by the payment of cash or (with the sanction of an Ordinary Resolution of the Company) the allotment of fully or partly paid shares or partly in one way and partly in another The Company may also on any issue of shares pay such brokerage as may be lawful
- 9 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be 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 (except only as by these Articles or by law

otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder

## **CERTIFICATES**

10

- (1) Every person (except for a stock exchange nominee within the meaning of the Act) whose name is entered as a holder of any share in the Register shall be entitled without payment to receive one certificate in respect of each class of shares held by him, or, with the consent of the Board and upon payment of such sum (if any) not exceeding 20p for every certificate after the first as the Board shall determine, to several certificates, each for one or more of his shares. Shares of different classes may not be included in the same certificate. Where a holder of any share has transferred a part of the shares comprised in his holding he shall be entitled to a certificate for the balance without charge
- (2) Every certificate shall specify the shares to which it relates and the amount paid up thereon. In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate for each class of shares so held, and delivery of a certificate for a share to one of several joint holders shall be deemed sufficient delivery to all

- 11 If a share certificate is worn out, defaced, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity with or without security as the Board requires. In the case of loss or destruction the person to whom the new certificate is issued shall pay to the Company all expenses incidental to the investigation of evidence of loss or destruction and the preparation of the requisite form of indemnity

## **CALLS ON SHARES**

12

- (1) Subject to any terms upon which any shares may have been issued, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), provided that (subject as aforesaid) no call on any share shall exceed one-fourth of the nominal amount of the share or be payable within one month from the date fixed for the payment of the last preceding call and that at least one month's notice shall be given of every call specifying the time or times and place of payment. A call may be revoked or the time fixed for its payment postponed by the Board
- (2) A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed, and may be made payable by instalments
- (3) The Board may differentiate between the holders as to the amount of calls to be paid and the times of payment

13

- (1) Each Member shall pay to the Company, at the time and place of payment specified in the notice of the call, the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof
  - (2) If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest thereon from the day fixed for payment to the time of actual payment at such rate, not exceeding 15 per cent per annum, as the Board determines, but the Board shall be at liberty to waive payment of such interest wholly or in part
- 14 Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable. In the case of non-payment all the provisions of these Articles relating to payment of interest and expenses, forfeiture and otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified
- 15 The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and may pay upon all or any of the moneys so advanced (until the same would but for such advance become presently payable) interest at such rate (if any) as may be agreed upon between the Board and such Member

#### **LIEN ON SHARES**

- 16 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, but the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends and other moneys payable thereon

17

- (1) The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, and stating the intention to sell in default, shall have been given to the registered holder for the time being of the share, or the person entitled to the share by reason of death or bankruptcy
- (2) To give effect to any such sale the Board may authorise some person to execute a transfer of the shares sold to the purchaser. The purchaser shall be entered in the Register as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale
- (3) The net proceeds of sale shall be received by the Company and, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of

the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall be paid to the person entitled to the shares at the date of the sale

## **FOREFEITURE AND SURRENDER OF SHARES**

18

- (1) If a Member fails to pay the whole or any part of any call or instalment of a call on the day fixed for payment, the Board may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any accrued interest and any costs, charges and expenses incurred by the Company by reason of such non-payment
  - (2) The notice shall fix a further day (not being less than seven days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time and at the place specified, the shares on which the call was made will be liable to be forfeited
- 19 If the requirements of any such notice are not complied with, any share in respect of which such notice has been given may, at any time thereafter, before the payments required by the notice have been made, be forfeited by a resolution of the Board to that effect. Every forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture
- 20 Subject to the Act, a forfeited share may be sold, re-allotted or otherwise disposed of upon such terms and in such manner as the Board thinks fit, and at any time before sale, re-allotment or disposal the forfeiture may be annulled on such terms as the Board thinks fit. The Board may authorise some person to execute the transfer of a forfeited share
- 21 A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were then payable by him to the Company in respect of the shares, with interest thereon at such rate not exceeding 15 per cent per annum as the Board shall think fit from the date of forfeiture until payment, but his liability shall cease if and when the Company shall have received payment in full of all such moneys, including interest as aforesaid, in respect of the shares
- 22 The Board may accept the surrender of any share which it is in a position to forfeit upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited
- 23 A statutory declaration in writing that the declarant is one of the Directors or the Secretary, and that a share has been duly forfeited or surrendered on a date stated in the declaration, shall be conclusive evidence of such facts as against all persons claiming to be entitled to the share. After the person to whom the share is sold, re-allotted or disposed of shall have been registered as the holder thereof, his title to the share shall not be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share

## **TRANSFER OF SHARES**

- 24 All transfers of shares shall be effected by instrument in writing in any form for the time being authorised by the Stock Transfer Act 1953 (or any statutory modification or re-enactment thereof for the time being in force) or in such other form as the Board may approve
- 25 The instrument of transfer of a share shall be executed by or on behalf of the transferor and (in the case of a partly paid share) by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof
- 26 The Board may, in its absolute discretion, refuse to register any instrument of transfer of, or which includes, shares which are not fully paid, and shall not be bound to specify the grounds upon which such registration is refused
- 27 The Board may also refuse to register any instrument of transfer of shares, unless
- (a) it is duly stamped, is lodged at the Office or at such other place as the Board may appoint, and is accompanied by the certificate for the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer, or
  - (b) it is in respect of only one class of share, or
  - (c) in the case of a transfer to joint holders, they do not exceed four in number
- 28 If the Board refuses to register a transfer, it shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal
- 29 The registration of transfers of shares or of any class of shares may be suspended and the Register closed at such times and for such periods as the Board may from time to time determine, provided that it shall not be closed for more than thirty days in any year
- 30 No fee shall be payable to the Company in respect of the registration of any instrument of transfer, probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares
- 31 The Company shall be entitled to destroy all instruments of transfer of shares which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that
- (i) The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant,



- (ii) Nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article,
- (iii) Reference herein to the destruction of any document include references to the disposal thereof in any manner

### **TRANSMISSION OF SHARES**

32 In the case of the death of a Member, the survivor, where the deceased was a joint holder, and the legal personal representative of the deceased, where he was a sole holder, shall be the only persons recognised by the Company as having any title to his share, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which has been jointly held by him with other persons

33

- (1) Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence as to his title being produced as may be properly required by the Board and subject as hereinafter provided, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the transferee thereof
- (2) If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing a transfer of the share to that person. All the provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to any such notice or transfer as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by that Member

34 A person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall subject to the requirement of Article 124 be entitled to receive, and may give a discharge for all dividends and other moneys payable in respect of the share but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company or to any of the rights or privileges of a Member until he shall have become a Member in respect of the share. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may thereafter withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with

### **STOCK**

35 The Company may by Ordinary Resolution convert any fully paid shares into stock, and re-convert any stock into fully paid shares of any denomination

- 36 The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might prior to conversion have been transferred, or as near thereto as circumstances admit. The Board may from time to time fix the minimum amount of stock transferable but so that the minimum shall not exceed the nominal amount of the shares from which the stock arose.
- 37 The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings, and other matters, as if they held the shares from which the stock arose, but no such rights, privileges or advantages (except participation in dividends and profits and in the assets on a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such rights, privileges or advantages.
- 38 All the provisions of these Articles applicable to fully paid shares shall apply to stock, and the word "share" shall be construed accordingly.

#### **CONSOLIDATION, SUB-DIVISION AND CANCELLATION OF SHARES**

- 39 The Company may by Ordinary Resolution
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares and authorise the Board to make such provisions as the Board thinks fit for the case of any fractions arising in the course of such consolidation and division, but so that the Board shall not be permitted to provide for the sale of shares representing fractions except on terms that the net proceeds are distributed among the Members in respect of whose shares the fractions arise,
  - (b) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, subject to the provisions of the Act,
  - (c) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

#### **INCREASE OF CAPITAL**

- 40 The Company may by Ordinary Resolution increase its share capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe.

#### **REDUCTION OF CAPITAL**

- 41 Subject to the provisions of the Act, the Company may by Special Resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

## **REDEEMABLE SHARES**

- 42 Subject to the provisions of the Act, the Company may by Special Resolution create and sanction the issue of shares which are to be redeemed or are liable to be redeemed at the option of the Company or of any holder thereof. The Special Resolution sanctioning any such issue shall also make such alterations to these Articles as may be necessary to specify the terms on which and the manner in which any such shares shall be redeemed.

## **PURCHASE OF SHARES**

- 43 Subject to the provisions of the Act, the Company may purchase its own shares, including, any redeemable shares and the Company may exercise all the power conferred by the Act relating to the purchase of its own shares.

## **MEETINGS OF MEMBERS CONVENING OF GENERAL MEETINGS**

- 44 The Board may call a General Meeting whenever it thinks fit, and, on the requisition of the Members in accordance with the Act, it shall forthwith convene a General Meeting. Whenever the Board shall convene a General Meeting on the requisition of the Members, it shall convene such meeting for a date not more than six weeks after the date when the requisition is deposited at the Office (unless the requisitionists shall consent in writing to a later date being fixed). If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

## **NOTICE OF GENERAL MEETINGS**

- 45 Fourteen clear days' notice at the least or, in the case of a General Meeting convened to pass a Special Resolution, twenty-one clear days notice at the least (in all cases exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) shall be given in the manner provided by these Articles to such Members as are, under the provisions of these Articles, entitled to receive notices from the Company, to each of the Directors and to the Auditors.
- 46 Every notice of meeting shall specify the place, the day and the hour of meeting, and, in the case of special business, the general nature of such business. Every notice convening a general meeting to pass a Special Resolution shall also specify the intention to propose the resolution as a Special Resolution. Every notice of a meeting shall state with reasonable prominence that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and on a poll to vote thereat instead of him and that a proxy need not be a Member.
- 47 The accidental omission to give notice of any meeting, or to send a form of proxy with a notice where required by these Articles, to any person entitled to receive the same, or the non-receipt of a notice of meeting or form of proxy by such a person, shall not invalidate the proceedings at the meeting.

## PROCEEDINGS AT GENERAL MEETINGS

- 48 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Two Members present in person and entitled to vote shall be a quorum for all purposes unless there is a sole member where the quorum shall be one. A corporation being a Member shall be deemed to be personally present for the purposes of this Article if represented by its representative duly authorised in accordance with Article 60.
- 49 If within fifteen minutes from the time fixed for the meeting a quorum is not present, the meeting if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such day and to such time and place as may be fixed by the chairman of the meeting and if at such adjourned meeting a quorum is not present within fifteen minutes from the time fixed for holding the meeting, such adjourned general meeting shall be dissolved.
- 50 The chairman of the Board or in his absence the deputy chairman shall preside as chairman at every General Meeting of the Company. If there is no such chairman or deputy chairman, or if at any meeting neither the chairman nor deputy chairman is present within fifteen minutes after the time fixed for holding the meeting or is willing to act as chairman of the meeting, the Directors present shall choose one of themselves or if no Director is present, or if all the Directors present decline to take the chair, the Members present and entitled to vote shall choose one of themselves to be chairman of the meeting.
- 51 The chairman of a meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more or for an indefinite period, notice of the adjourned meeting shall be given in like manner as in the case of the original meeting, but it shall not otherwise be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 52 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is demanded
- (a) by the chairman of the meeting, or
  - (b) by at least two Members present in person or by proxy and entitled to vote, or
  - (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting, or
  - (d) by a Member or Members present in person or by proxy holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact,

without proof of the number or proportion of the votes recorded in favour of or against such resolution

- 53 If a poll is duly demanded, it shall be taken in such a manner as the chairman of the meeting may direct. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 54 A poll demanded on the election of the chairman of a meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman of the meeting directs, but in any case not more than twenty-eight days after the meeting at which the poll was demanded. Any business other than that upon which a poll has been demanded may be proceeded with pending the completion of the poll. The demand for a poll may be withdrawn at any time before the conclusion of the meeting, but, if a demand is withdrawn, the chairman of the meeting or other Member entitled may himself or themselves demand a poll.
- 55 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a Member or as a representative or proxy of a Member.

#### **VOTES OF MEMBERS**

- 56 Subject to any terms as to voting upon which any shares may be issued, or may for the time being be held, every Member present in person shall have one vote on a show of hands, and on a poll every Member shall have one vote for every 25p nominal amount of share capital of which he is the holder.
- 57 On a poll votes may be given in person or by proxy.
- 58 On a poll a Member is entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 59 In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register.
- 60 Any corporation which is a Member may, by resolution of its Directors or other governing body, authorise such person as it thinks fit to act as its representative at any General Meeting, and the person so authorised shall be entitled to exercise the same power on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.
- 61 A Member incapable by reason of mental disorder or managing and administering his property and affairs, may vote, whether on a show of hands or on a poll, by his receiver, or other person authorised by any Court of competent jurisdiction to act on his behalf, and such person may on a poll vote by proxy.
- 62 No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- 63 No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is given or tendered, and every

vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

64 The appointment of a proxy shall be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the appointor. A Member may appoint more than one proxy to attend on the same occasion. Deposit of an instrument of proxy shall not preclude a Member from attending and voting at the meeting or at any adjournment thereof.

65 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may

(a) in the case of an instrument in writing, be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

(b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications

(i) in the notice convening the meeting, or

(ii) in any instrument of proxy sent out by the company in relation to the meeting, or

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting at which the person named in the appointment proposes to vote

(c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and, not less than 24 hours before the time appointed for the taking of the poll, or

(d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted will be invalid.

66 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office, or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **DIRECTORS**

### **NUMBER, APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 67 Subject to any Ordinary Resolution of the Company, the Directors shall not be less than three nor more than fifteen in number
- 68 The Board shall have power to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not exceed the maximum number fixed by or in accordance with these Articles
- 69 A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a Member of the Company shall nevertheless be entitled to speak at General Meetings
- 70 The continuing Directors may act notwithstanding any vacancies in their number, but, if the number of Directors is reduced below the minimum number fixed in accordance with these Articles, the continuing Directors may act for the purpose of filling up vacancies in their number or of calling a General Meeting of the Company, but not for any other purpose
- 71 Except as otherwise authorised by the Act or these Articles, the appointment of any person proposed as a Director shall be effected by a separate resolution
- 72 No person other than a Director retiring at the meeting shall, unless recommended by the Board, be eligible for appointment to the office of a Director at any General Meeting, unless not less than seven nor more than thirty days before the day fixed for the meeting there shall have been left at the Office addressed to the Secretary notice in writing by some Member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for appointment, and also notice in writing signed by the person to be proposed of his willingness to be appointed

### **RENUMERATION OF DIRECTORS**

- 73 The Directors (other than those who shall for the time being hold an executive office or employment under the Company or any subsidiary) shall be paid out of the funds of the Company by way of remuneration for their services as Directors such sums as may be determined by the Board save that, unless otherwise approved by the Company by Ordinary Resolution, the aggregate amount of such remuneration to all Directors shall not exceed £120,000 per annum. Such remuneration shall be divided among them in such proportion and manner as the Directors may determine or, in default of such determination, equally. The Directors shall also be entitled to be repaid by the Company all such reasonable travelling (including hotel and incidental) expenses as they may incur in attending meetings of the Board, or of committees of the Board, or General Meetings, or which they may otherwise properly incur in or about the business of the Company
- 74 Any Director who by request of the Board performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine

## **POWERS OF DIRECTORS**

- 75 The business of the Company shall be managed by the Board, and the Board may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 76 The Board may make such arrangements as the Board thinks fit for the management and transaction of the Company's affairs in the United Kingdom or elsewhere and may for that purpose appoint local boards, managers and agents and delegate to them any of the powers of the Board (other than the power to borrow and make calls) with power to sub-delegate.
- 77 The Board may (by establishment or maintenance of schemes or otherwise) pay or procure the payment of pensions, annuities, allowances, gratuities or other benefits to or for the benefit of past or present Directors or employees of the Company or any of its subsidiaries or any company associated with, or any business acquired by, any of them or to or for the benefit of persons who were related to or dependants of any such Directors or employees.
- 78 The Board may from time to time by power of attorney under the Seal appoint any company, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit. Any such power of attorney may contain such provisions for its protection or convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

## **BORROWING**

79

- (1) Subject as hereinafter provided, the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and, subject to the Act, to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.
- (2) The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries so as to secure (as regards subsidiaries so far as by such exercise the Board can secure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Group (being the Company and its subsidiaries for the time being), exclusive of moneys borrowed by any member of the Group from and for the time being owing to any other member of the Group, shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed an amount equal to twice the aggregate of
  - (a) the amount paid up on the issued share capital of the Company, and



- (b) the amount standing to the credit of the consolidated capital and revenue reserves of the Company and its subsidiaries (including retained earnings),

all as shown in the latest audited consolidated balance sheet of the Company and its subsidiaries but adjusted as may be necessary to take account of

- (i) any variation in the amount paid up on the issued share capital of the Company and in the share premium account since the date of such balance sheet,
  - (ii) any distribution from such reserves (otherwise than to the Company or to a subsidiary) not provided for therein, and
  - (iii) the deduction of any debit balance on profit and loss account or other reserve account as shown in such balance sheet
- (3) For the purpose of paragraph (2) of this Article the expression "moneys borrowed" shall include the following except to the extent otherwise taken into account (together in each case with any fixed or minimum premium payable on final repayment)
- (a) the principal amount for the time being owing (other than to a member of the Group) in respect of any debenture issued by a member of the Group in whole or in part for cash or otherwise,
  - (b) the outstanding amount of acceptances (not being acceptances of trade bills for the purchase of goods in the ordinary course of trading) by any bank or accepting house under any acceptance credit granted to any member of the Group, and
  - (c) the nominal amount of any share capital and the principal amount of any moneys borrowed or other indebtedness the redemption or repayment of which is guaranteed or secured by or is the subject of an indemnity given by any member of the Group except in so far as the benefit of the same is held by a member or members of the Group,

but shall not include amounts borrowed for the express purpose of repaying (with or without premium) any moneys borrowed then outstanding and applied for that purpose within four months of being so borrowed (pending their being so applied)

- (4) No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provisions be concerned to see or inquire whether this limit is observed. No debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had at the time when the debt was incurred or security given express notice that the limit hereby imposed had been or would thereby be exceeded

## **MANAGING AND EXECUTIVE DIRECTORS**

80 The Board may from time to time

- (a) appoint one or more of its body to the office of Managing Director, or to any other office (except that of Auditor) or employment in the Company, for such period and on such terms as it thinks fit, and may revoke such appointment (but so that such revocation shall be without prejudice to any rights or claims which the person whose appointment is revoked may have against the Company by reason of such revocation),
- (b) permit any person appointed to be a Director to continue in any other office or employment held by him before he was so appointed

A Director (other than a Managing Director) holding any such other office or employment is herein referred to as an "Executive Director"

81 A Director appointed to the office of Managing Director shall not, while holding that office, be subject to retirement by rotation, but shall (subject to the provisions of any contract between himself and the Company) be subject to the same provisions as to resignation and removal as the other Directors, and if he ceases from any cause to be a Director he shall ipso facto cease to be a Managing Director (but without prejudice to any rights or claims which he may have against the Company by reason of such cesser)

82 An Executive Director shall not as such be exempt from retirement from rotation, and he shall not ipso facto cease to be a Director if he ceases from any cause to hold the office or employment by virtue of which he is termed an Executive Director

83 The emoluments of any Managing Director or Executive Director for his services as such shall be determined by the Board, and may be of any description, and (without limiting the generality of the foregoing) may include admission to or continuance of membership of any scheme or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants, or the payment of a pension or other benefits to him or his dependants on or after retirement or death, apart from membership of any such scheme or fund

84 The Board may entrust to and confer upon a Managing Director or Executive Director any of the power exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and, in the case of a Managing Director, either collaterally with or to the exclusion of its own powers, and may from time to time revoke, withdraw, or vary all or any of such powers

## **ALTERNATE DIRECTORS**

85

- (1) Each Director shall have the power at any time to appoint to the office of an alternate Director either another Director or any other person approved for that purpose by a resolution of the Board, and, at any time, to terminate such appointment. Any such alternate is referred to in these Articles as an alternate Director. Unless otherwise stated in the Resolution for his appointment any alternate Director shall be a Director

- (2) The appointment of an alternate Director shall automatically determine in any of the following events
- (a) if his appointor shall terminate the appointment,
  - (b) on the happening of any event which, if he were a Director, would cause him to vacate the office of Director,
  - (c) if he resigns his appointment by notice in writing to the Company,
  - (d) if his appointor shall cease for any reason to be a Director otherwise than by retiring and being reappointed at the same meeting
- (3) An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of meetings of the Board and of any committee of the Board of which his appointor is a member and to attend and, in place of his appointor, to vote and be counted for the purpose of a quorum at any such meeting at which his appointor is not personally present and generally to perform all functions as a Director of his appointor in his absence
- (4) An alternate Director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a Director but shall not in respect of his office of alternate Director be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director
- (5) An alternate Director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a Director but shall not in respect of his office of alternate Director be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director
- (6) Every appointment and removal of an alternate Director shall be in writing signed by the appointor and shall take effect (subject to any approval required by paragraph (1) of this Article) upon receipt of such written appointment or removal at the Office or by the Secretary
- (7) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Board or any committee of the Board to one vote for every Director whom he represents in addition to his own vote (if any) as a Director

#### **PROCEEDINGS OF THE BOARD**

- 86 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. Notice of any meeting of the Directors (or any committee of the Directors) may be given by telephone facsimile transmission or by electronic communication. Any Director may waive notice of any meeting other than one to be held by telephone or similar communicating equipment and any such waiver may be retroactive. Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director

shall, call a meeting of the Board. If any Director is absent from the United Kingdom, it shall not be necessary to give him notice of a meeting of the Board unless he has given to the Company an address, whether within or outside the United Kingdom, at which notices can be served on him.

87 The contemporaneous linking together by telephone or similar communicating equipment of the company secretary and Directors or members of a committee of the Directors being in number not less than the quorum required for the transaction of the business of the Directors or such committee, whether in the United Kingdom or elsewhere in the world, shall be deemed to constitute a meeting of the Directors (or as the case may be a meeting of such committee), so long as the following conditions are met

- (a) all the Directors or members of the committee of the Directors for the time being entitled to receive a notice of any meeting of the Directors or of such committee (including any alternate Director) shall have received notice of any such meeting and be entitled to be linked by telephone for the purpose of such meeting,
- (b) subject as provided in sub-regulation (d), each of the Directors or member of such committee taking part and the company secretary must be able to hear each of such other persons taking part throughout the meeting,
- (c) at the commencement of the meeting each participant must acknowledge his presence to all the other persons taking part in such meeting,
- (d) unless he has previously obtained the consent of the chairman of the meeting a person may not leave the meeting by disconnecting his telephone and shall conclusively be presumed to have been present and to have formed part of the quorum throughout the meeting. The meeting shall be deemed to have been validly conducted notwithstanding that a participant's telephone is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected,

a minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if signed by the chairman of such meeting

88 The quorum necessary for the transaction of the business of the Board may be fixed by the Board, and unless so fixed at any other number shall be two. A Director or a member of a committee of the Directors shall be treated as present at a meeting of the Directors or any such committee notwithstanding that he is not physically present if he is in communication with the meeting by telephone or similar communicating equipment. A Director or member of a committee of the Directors who is in communication as aforesaid shall be counted as part of the quorum for such meeting. No person (whether a Director or not) who is present at a meeting of the Board as an alternate Director shall be counted as two or more for quorum purposes unless at least one other Director or person duly appointed as an alternate Director is also present thereat.

89 The Board may appoint a chairman and, if it thinks fit, a deputy chairman of its meetings and determine the period for which they respectively are to hold office. If no such chairman or deputy chairman is appointed, or neither is present within five minutes after the time fixed for holding any meeting, the Directors present may choose one of their number to act as chairman of such meeting.

90 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board (not being less than the number of Directors required to form a quorum of the Board) shall be as valid and effective as a resolution passed at a

meeting of the Board duly convened and held. Any such resolution in writing may consist of several documents in like form each signed by one or more of such Directors. In the absence of a Director the signature of an alternate Director (if any) appointed by him shall be necessary.

- 91 The Board may delegate any of its power to committees consisting of such member or members of its body as it thinks fit with power to sub-delegate to any of such persons. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board and subject thereto shall be governed by the provisions of these Articles regulating the proceedings and meetings of the Board.
- 92 All acts done by any meeting of the Board, or of a committee or sub-committee of the Board, or by any person acting as a Director or by an alternate Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Director, alternate Director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or, as the case may be, an alternate Director and had been entitled to vote.

#### **NON-BOARD DIRECTORS**

- 93 The Directors may from time to time and at any time pursuant to this Article appoint any person or persons to any post with such descriptive title including that of director (whether as divisional, departmental, deputy, assistant, local, regional, technical, advisory director or otherwise) as the Directors may determine and may define, limit, vary and restrict the power, authorities and discretions of any person or persons so appointed and may fix and determine their remuneration and duties and subject to any contract between him and the Company may remove from such post any person so appointed. A person so appointed shall not in such capacity be a Director of the Company for any of the purposes of these Articles or of the Act and accordingly shall not in such capacity be a member of the Board or of any committee thereof nor shall he be entitled in such capacity to be present at any meeting of the Board or of any such committee, except at the request of the Directors or of such committee, and if present at such request he shall not be entitled to vote thereat. The expression "Director" or "Directors" where used in these Articles shall not include any person or persons appointed pursuant to this Article.

#### **MINUTES**

- 94 The Board shall cause minutes to be made in books provided for the purpose
- (a) of all appointments of officers made by the Board,
  - (b) of the names of the Directors present at each meeting of the Board and of any committee of the Board,
  - (c) of all resolutions and proceedings at all meetings of the Company and of the Board and of committees of the Board.

Any such minutes, if purporting to be signed by the chairman of the meeting to which they relate or of the meeting at which they are read, shall be sufficient evidence without any further proof of the facts therein stated.

## DISQUALIFICATION OF DIRECTORS

95

- (1) The office of a Director shall be vacated in any of the following events, namely
  - (a) if he resigns his office by notice in writing to the Company,
  - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally,
  - (c) if he becomes incapable by reason of mental disorder of discharging his duties as a Director,
  - (d) if he is absent from meetings of the Board for six months without leave, expressed by a resolution of the Board, and his alternate Director (if any) shall not during such period have attended in his stead, and the Board resolves that his office be vacated,
  - (e) if pursuant to any provision of the Act he is removed or prohibited from being a Director, or
  - (f) if he is requested in writing by all of his co-Directors to resign
- (2) There shall not be any age limit for Directors

96

- (1) No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, or from being interested whether directly or indirectly in any contract or arrangement entered into by or on behalf of the Company. No such contract or arrangement in which any Director shall be so interested shall be avoided, nor shall any Director so contracting, or being so interested, be liable to account to the Company for any profit realised by him from such contract or arrangement by reason of such Director holding that office or the fiduciary relationship thereby established. A Director so interested in any contract or arrangement shall declare the nature of his interest in accordance with the provisions of the Act.
- (2) Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
- (3) A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely
  - (a) the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries,

- (b) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,
  - (c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof,
  - (d) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever provide that he is not the holder of or beneficially interested in one per cent or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article to be a material interest in all circumstances),
  - (e) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval by the Board of Inland Revenue for taxation purposes, or
  - (f) any arrangement for the benefit of employees of the Company or any of its subsidiaries under which he may benefit in a similar manner to the employees
- (4) where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under the proviso to paragraph (3)(d) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolutions except that concerning his own appointment
- (5) If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed
- (6) The Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article

97

- (1) A Director may be or become a director or other officer of any company promoted by the Company or in which the Company may be interested as vendor, member or otherwise, and no such Director shall (unless otherwise agreed) be

accountable for any benefits received as director or other officer of such company

- (2) The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respect as it thinks fit (including the exercise thereof in favour of any resolution appointing its members or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company)
- (3) Any Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director

### **REMOVAL OF DIRECTORS**

- 98 Without prejudice to any other provisions of or incorporated in these Articles governing the appointment and removal of Directors, any Member or Members holding a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company may by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Board, or of the Company in general meeting, at any time and from time to time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed

### **SECRETARY**

- 99 Subject to the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board
- 100 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary

### **THE SEAL**

- 101
- (1) The Board shall provide for the safe custody of the Seal which shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board and, subject to the provisions of this Article, every instrument to which the Seal shall be affixed shall be signed by at least two Directors or by one Director and the Secretary or some other person appointed by the Board for the purpose
  - (2) All forms of certificates for shares, or debentures or representing any other form of security (other than letters of allotment or scrip certificates) shall be issued under the Seal in manner above provided or under the official seal kept by the Company by virtue of the Stock Exchange (Completion of Bargains) Act 1975, but the Board may by resolution determine either generally or in any particular



case that any signatures may be affixed to such certificates by some mechanical means or that such certificates need not bear any signature

- 102 The Company may exercise the powers conferred by Section 49 of the Companies Act 2006 with regard to having an official seal for use abroad, and such powers shall be vested in the Board

#### **ACCOUNTING RECORDS AND DIVIDENDS BOOKS AND REGISTERS**

- 103 The Directors shall cause accounting records to be kept and such other books and registers as are necessary to comply with the provisions of the Act
- 104 The accounting records shall be kept at the Office or (subject to the provisions of the Act) at such other place in Great Britain as the Board thinks fit, and shall at all times be open to inspection by the officers of the Company. No Member (other than an officer of the Company) shall have any right of inspecting any account or book or document of the Company, except as conferred by the Act or authorised by the Board or by any Ordinary Resolution of the Company
- 105 The Board shall in accordance with the Act cause to be prepared such profit and loss accounts, balance sheets, group accounts (if any) and reports as are required by the Act

#### **AUDIT**

- 106 Auditors of the Company shall be appointed and their duties regulated in accordance with the Act

#### **DIVIDENDS AND RESERVES**

- 107 The profits of the Company available for dividend and resolved to be distributed shall be applied in the payment of dividends to the Members in accordance with their respective rights and priorities. Subject to Article 110, the Company in General Meeting may declare dividends
- 108 No dividend or interim dividend shall be payable except in accordance with the provisions of the Act which apply to the Company, nor in excess of the amount recommended by the Board
- 109 All dividends shall be declared and paid according to the amounts paid on the shares in respect whereof the dividend is paid, but no amount paid on a share in advance of the date upon which a call is payable shall be treated for the purposes of this Article or the next following Article as paid on the share
- 110 All dividends shall be apportioned and paid pro rata according to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date, such share shall rank for or be entitled to dividends accordingly
- 111 Any General Meeting declaring a dividend may upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or partly by the distribution of

specific assets and in particular of fully paid shares or debentures of any other company, and the Board shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Board may settle it as it thinks expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payment shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of those entitled to participate in the dividend, and may vest any such specific assets in trustees, upon trust for the Members entitled to the dividend, as may seem expedient to the Board.

- 112 Subject to Article 108, the Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company, and the Board may also pay the fixed dividend payable on any shares of the Company with preferential rights half-yearly or otherwise on fixed dates whenever such profits in the opinion of the Board justify that course.
- 113 The Board shall transfer to share premium account if and so far as required by the Act sums equal to the amount or value of any premiums at which any shares of the Company shall be issued.
- 114 The Board may deduct from any dividend payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company.
- 115 All dividends and interest shall belong and be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at the date on which such interest shall be payable respectively, or at such other date as the Company by Ordinary Resolution or the Board may determine, notwithstanding any subsequent transfer or transmission of shares.
- 116 The Board may pay the dividends or interest payable on shares in respect of which any person is by transmission entitled to be registered as holder to such person upon production of such certificate and evidence as would be required if such person desired to be registered as a Member in respect of such shares.
- 117 No dividend or other moneys payable in respect of a share shall bear interest against the Company. All dividends unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company.
- 118 Any dividend may be paid by cheque or warrant sent through the post to the address in the Register of the Member or person entitled thereto, and in case of joint holders to any one of such joint holders, or to such person and to such other address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent and shall be sent at the Member's risk, and payment of the cheque or warrant shall be a good discharge to the Company.
- 119 If several persons are entered in the Register as joint holders of any share, any one of them may give effectual receipts for any moneys payable in respect of the share.

#### **CAPITALISATION OF PROFITS**

120

- (1) The Company may, upon the recommendation of the Board, resolve that it is desirable to capitalise all or any part of the profits of the Company to which this

Article applies and accordingly that the Board be authorised and directed to appropriate the profits so resolved to be capitalised to the Members on the record date specified in the relevant resolution who would have been entitled thereto if distributed by way of dividend and in the same proportions

(2) Subject to any direction given by the Company, the Board shall make all appropriations and applications of the profits resolved to be capitalised by any such resolution, and such profits shall be applied by the Board on behalf of the Members entitled thereto either

- (a) in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or
- (b) in paying up in full unissued shares, debentures or obligations of the Company, of a nominal amount equal to such profits, for allotment and distribution credited as fully paid up, to and amongst such Members in the proportion aforesaid, or partly in one way and partly in the other, provided that no unrealised profit shall be applied in paying up amounts unpaid on any issued shares and the only purpose to which sums standing to capital redemption reserve or share premium account shall be applied pursuant to this Article shall be the payment up in full of unissued shares to be allotted and distributed as aforesaid

(3) The Board shall have power after the passing of any such resolution

- (a) to make such provision (by the issue of fractional certificates or by payment in cash or otherwise) as it thinks fit for the case of shares, debentures or obligations becoming distributable in fractions, and
- (b) to authorise any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing (as the case may require) either
  - (i) for the payment up by the Company on behalf of such Members (by the application thereto of their respective proportions of the profits resolved to be capitalised) of the amounts, or any part of the amounts, remaining unpaid on their existing shares, or
  - (ii) for the allotment to such Members respectively, credited as fully paid up, of any further shares, debentures or obligations to which they may be entitled upon such capitalisation,

and any agreement made under such authority shall be effective and binding on all such Members

(4) The profits of the Company to which this Article applies shall be any undivided profits of the Company not required for paying the fixed dividends on any preference shares or other shares issued on special conditions and shall be deemed to include

- (a) any profits arising from appreciation in capital assets (whether realised by sale or ascertained by valuation), and

- (b) any amounts for the time being standing to any reserve or reserves or to the capital redemption reserve or to share premium or other special account

## **NOTICES**

- 121 Any notice to be given to or by any person pursuant to the articles shall be in writing or shall be given using electronic communication to an address for the time being notified for that purpose to the person giving the notice, except that a notice calling a meeting of the Directors need not be in writing
- 122 Any notice or document may be served by the Company on any Member either personally, by sending it through the post in a prepaid letter addressed to such Member at his address in the Register or by sending it by electronic communication to the address for the time being notified to the Company by the Member. In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register, and notice so given shall be sufficient notice to all the joint holders. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communication, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company
- 123 Proof that the envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent to the relevant address in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent
- 124 Any notice or document sent by post to, or left at the address in the Register of, any Member in pursuance of these Articles shall, notwithstanding that such Member be then deceased or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share, whether held solely or jointly with other persons by such Member, until some other person be registered in his stead as holder or joint holder thereof, and such services shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in such share
- 125 Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which, previously to his name and address being entered in the Register, shall have been duly given to the person from whom he derives his title to such share

## **WINDING UP**

- 126 If the Company shall be wound up the Liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid

and may determine how such 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 such assets in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

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

#### **AUDITOR AND SECRETARY INDEMNITY**

- 128 Subject to the provisions of the Act but without prejudice to any indemnity to which the Auditor or Company Secretary may otherwise be entitled, the Auditors and Company Secretary of the Company shall be indemnified against all liability incurred by them as such in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty or breach of trust, in which judgment is given in their favour, or in which they are acquitted or in which relief is granted to them by the Court, but not otherwise.

#### **DIRECTORS INDEMNITY**

- 129 The Company may fund by way of loan or otherwise a Director's expenditure in defending civil or criminal proceedings or in connection with any application under Section 143(3) or (4) and section 727 of the Act provided that the loan or other support must be repaid or otherwise discharged not later than
- (a) the date the Director's conviction becomes final,
  - (b) the date Judgment against the director becomes final, or
  - (c) if the Court refuses to grant relief, on the date the refusal of such relief becomes final.
- 130 The Company also indemnifies the Directors against any third party proceedings and applications for relief from liability which are qualifying third party indemnity provisions under the Act and as such the indemnity does not cover
- (a) a liability to the Company or to any associated company,
  - (b) payment of a criminal fine or a regulatory penalty,
  - (c) any liability incurred in defending any criminal proceedings in which he is convicted, or in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him, or in an unsuccessful application for relief from liability under the provisions for relief in the Act.