

FILING COPY OF RESOLUTION PASSED IN WRITING

World Initiative of Mining Lawyers

Company number: 09165984

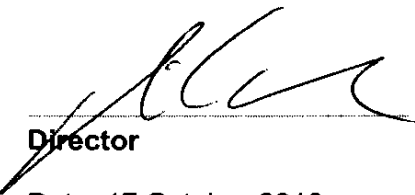
(the "Company")

Special Resolution of the Company passed on 17 October 2018

The following resolution was duly passed as a special resolution by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006:

SPECIAL RESOLUTION

THAT the articles of association attached to this resolution be approved and adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.



Director

Date: 17 October 2018

THURSDAY



A11 *A7GUEU41*
18/10/2018 #311
COMPANIES HOUSE

The Companies Act 2006
Company Limited by Guarantee and Not Having Share Capital

ARTICLES OF ASSOCIATION

OF

WORLD INITIATIVE OF MINING LAWYERS

(as adopted pursuant to a special resolution passed on 17 October 2018)

PART 1

INTERPRETATION

1. Defined terms

1.1 In these Articles, unless the context otherwise requires:

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

Assistant Secretary means a person appointed as such by the Board;

Board means the board of Directors of the Company;

CA 2006 means the Companies Act 2006;

Chairperson has the meaning given to that term in Article 13.2;

Chairperson of the meeting has the meaning given to that term in Article 36;

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Conflict has the meaning given to that term in Article 25.1;

Conflicted Director means a Director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

Convention means the annual meeting of Members, which shall take place at least once every two years;

Council has the meaning given to that term in Article 18.1;

Council Chairperson has the meaning given to that term in Article 18.2;

Council Members has the meaning given to that term in Article 18.1;

Director means a director of the Company;

Dues means the dues charged to Members or various classes of Members, as determined from time to time by the Board;

Electronic Communications means that the document or information is sent or supplied in such electronic form and by such electronic means as are set out in section 1168 of CA 2006 including,

without limitation, email, facsimile, CD-Rom, audio tape, telephone transmission and publication on a website;

List of Members means a list to be maintained at all times of current Members;

Majority Decision means a resolution approved by at least 51% of the non-Conflicted Directors present at a Board meeting;

Member means those persons admitted to the List of Members, from time to time, and not subsequently removed from the List of Members;

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;

non-Conflicted Director means any Director who is not a Conflicted Director;

Ordinary Resolution means a resolution approved by at least 51% of those relevant persons present at a meeting to consider the matter (or a majority of such persons by way of written resolution);

Secretary means a person appointed as such by the Board;

Special Resolution means a resolution approved by at least 75% of all relevant persons present at a meeting to consider the matter; and

Treasurer means a person appointed as such by the Board.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 shall have the same meanings in these Articles. The Model Articles shall apply to the Company insofar as they are not varied or excluded by, or are inconsistent with, these Articles.
- 1.3 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.

PART 2

MEMBER LIABILITY

2. Liability and Restriction of Members

The liability of a Member shall be limited to £0.001, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up for:

- 2.1 payment of the Company's debts and liabilities;
- 2.2 payment of the costs, charges and expenses of winding up; and
- 2.3 adjustment of the rights of the contributories among themselves.

PART 3

COMPANY NAME

3. **Name on Formation**

The name of the Company on formation is the World Initiative of Mining Lawyers.

4. **Change of Company name**

The name of the Company may be changed, including to substitute the word 'Initiative' with 'Institute', by:

- 4.1 a decision of the Board; or
 - 4.2 a Special Resolution of the Members,
- or otherwise in accordance with CA 2006.

PART 4

STATEMENT OF OBJECTS, POWERS AND INCOME

5. **Objects, powers and income**

5.1 The objects of the Company are:

- 5.1.1 to promote the study and analysis of laws, regulations, policies and other rules in respect of mineral resource laws worldwide;
- 5.1.2 to promote, where considered appropriate, legal, regulatory or policy standards or best practices within the mineral resource industry;
- 5.1.3 to facilitate the preparation and provision of comment, critique or drafting improvements on proposed or existing mineral resource laws worldwide;
- 5.1.4 to promote the development of professional connections and relationships among Members;
- 5.1.5 to promote the education and training of its Members as to matters of interest to mineral resources lawyers;
- 5.1.6 to communicate with Members such information as may be determined appropriate to be so communicated;
- 5.1.7 to procure goods and services of benefit to the Company or its Members; and
- 5.1.8 to undertake such other acts and things, and incur such costs and generate such revenue, as the Company may consider in its best interests, whether consistent with the foregoing or inconsistent, in whole or in part.

5.2 In furtherance of the Objects, the Company has the power to:

- 5.2.1 purchase or acquire any real or personal property or any rights thereto;
- 5.2.2 improve, manage, construct, repair, develop, exchange, let, lease, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 5.2.3 invest and deal with the monies of the Company not immediately required for working capital purposes and hold or otherwise deal with any investments made as may be thought fit;
- 5.2.4 borrow and raise money in such manner as the Company shall think fit;

- 5.2.5 lend and advance money or give credit on such terms as may seem expedient and with or without security or enter into guarantees, contracts of indemnity and suretyships of all kinds;
- 5.2.6 receive money on deposit or loan upon such terms as the Company may approve and secure;
- 5.2.7 draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 5.2.8 enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them;
- 5.2.9 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or contract with any person, firm or company to pay the same;
- 5.2.10 grant, award or make payments in respect of insurance, pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally provide advantages, facilities and services for any persons who are or have been Directors of, or have been employed by, or who are serving or have served the Company (and to the wives, widows, children and other relatives and dependents of such persons);
- 5.2.11 do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise, and either alone or in conjunction with others; and
- 5.2.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 5.1.
- 5.3 None of the provisions set out in either Article 5.1 or 5.2 shall be restrictively construed but the widest interpretation shall be given to each such provision and none of those provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set out in any such articles, or by reference to or inference from the terms of any other article, or by reference to or inference from the name of the Company.
- 5.4 The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Article 5 and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:
 - 5.4.1 of reasonable and proper remuneration to any Director, officer or servant of the Company for any services rendered to the Company;
 - 5.4.2 of any interest on money lent by any Member or any Director at a reasonable and proper rate;
 - 5.4.3 of reasonable and proper rent for premises demised or let by any Member or any Director; and
 - 5.4.4 to any Director of out-of-pocket expenses.
- 5.5 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all of its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall

prohibit the distribution of its or their income to its or their members, such institutions to be determined by the Members of the Company at or before the time of dissolution.

PART 5

CONVENTION

6. Convention

The Council shall, by a majority vote, determine the timing, location and proposed content of, and other matters pertaining to, the Convention.

PART 6

DIRECTORS AND OFFICERS

7. Number of Directors

7.1 Initially, there shall be one Director, Albert Carlisle Gourley.

7.2 Unless otherwise determined by Ordinary Resolution of the Members, the number of Directors shall not be subject to any maximum, but shall not be less than one.

8. Appointment of Directors

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

8.1 by Ordinary Resolution of the Members; or

8.2 by a decision of the Board so determined by way of a Majority Decision.

9. Termination of Director

9.1 A person ceases to be a Director as soon as:

9.1.1 that person ceases to be a Director by virtue of any provision of CA 2006 or is prohibited from being a Director by law;

9.1.2 notification is received by the Company from the Director that the Director is resigning from office and such resignation has taken effect in accordance with its terms; or

9.1.3 the Board so determines by way of a Majority Decision.

9.2 A resolution of the Board declaring a Director to have vacated office under the terms of Article 9.1 shall be effective irrespective of any deficiency in the factual foundation that led to the resolution.

10. Directors' remuneration

10.1 Directors may undertake any services for the Company that the Directors decide.

10.2 Subject to Article 25, Directors are entitled to such remuneration as the Directors determine:

10.2.1 for their services to the Company as Directors; and

10.2.2 for any other service which they undertake for the Company.

10.3 Subject to the Articles, a Director's remuneration may:

10.3.1 take any form; and

- 10.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

11. Directors' expenses

The Company may pay any reasonable expenses which the Directors, the Secretary, any Assistant Secretaries or the Treasurer properly incur in connection with their attendance at:

- 11.1 meetings of Directors or committees of Directors;
- 11.2 general meetings of Members; or
- 11.3 otherwise within the authorities granted to them.

12. Directors' general authority

- 12.1 Subject to the Articles and to the applicable provisions of CA 2006, the Directors are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of the Company.
- 12.2 No alteration of the Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article 12.

13. Chairperson

- 13.1 The Directors may appoint a Director to chair Board meetings.
- 13.2 The person so appointed for the time being is known as the Chairperson.

14. Secretary and Assistant Secretaries

- 14.1 The Directors may resolve by Majority Decision to appoint a Secretary and one or more Assistant Secretaries to perform such duties as they may specify, including, without limitation, the maintenance of the List of Members.
- 14.2 The initial Secretary shall be Jodi Katz.

15. Treasurer

- 15.1 The Directors may resolve by Majority Decision to appoint a Treasurer to perform such duties as they may specify, including, without limitation, the recording of all financial transactions pertaining to the Company.
- 15.2 The initial Treasurer shall be Justin Chorn.

PART 7

DECISION MAKING

16. Directors may delegate

- 16.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - 16.1.1 to such person or committee;
 - 16.1.2 by such means (including by a power of attorney);

16.1.3 to such an extent;

16.1.4 in relation to such matters or territories; and

16.1.5 on such terms and conditions;

as they think fit.

16.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person or committee to whom or to which they are delegated.

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

17. **Committees**

17.1 The Directors may make rules of procedure for all or any committees.

17.2 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Directors and that power, authority or discretion has been delegated by the Directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

18. **Council**

18.1 The Directors shall appoint and maintain in standing a council of advisors (the "**Council**") consisting of such persons as the Board may select (the "**Council Members**") by Majority Decision. Council Members shall retain their appointments until the Board resolves on their removal by Majority Decision. The position of Council Member shall be vacated if one or more of the circumstances set out in Article 9 applies to that Council Member (*mutatis mutandis*).

18.2 The chairperson of the Council (the "**Council Chairperson**") shall be determined by the Council pursuant to Article 18.5 by majority vote. The term of the Council Chairperson shall be three years, absent a majority vote pursuant to Article 18.5 to truncate or elongate such term. The Council may terminate the Council Chairperson's appointment at any time by majority vote.

18.3 The Council Chairperson may select one or more Council Vice-Chairpersons to assist in his or her administrative duties. In the absence of the Council Chairperson, a Council Vice-Chairperson shall be the Council Chairperson at a Council meeting. In the absence of the Council Chairperson and a Council Vice-Chairperson, Council Members may appoint an alternate Council Chairperson at a Council meeting by majority vote.

18.4 The Council shall meet from time to time and provide views, guidance and recommendations about the operations of the Company and the pursuance of its objects including but not limited to:

18.4.1 advising on the Company's strategic and long-term plans and their development and implementation;

18.4.2 advising on and overseeing the delivery of the Convention; and

18.4.3 acting as ambassadors on behalf of the Company.

18.5 Decisions of the Council shall be made by a majority vote, but subject to Article 12 shall be advisory only. If the numbers of votes for and against a proposal at a Council meeting are equal, the Council Chairperson has a casting vote.

19. **Directors to take decisions collectively**

19.1 The general rule about decision-making by Directors is that any decision of the Directors shall be taken as a Majority Decision.

- 19.2 If:
- 19.2.1 the Company only has one Director for the time being; and
 - 19.2.2 no provision of the Articles requires it to have more than one Director,
- the general rule does not apply and the Director may (for so long as that person remains the sole Director) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.
- 19.3 Subject to the Articles, each Director participating in a Board meeting has one vote.
- 19.4 All acts done by a meeting of the Board or of any committee of the Board or by any person acting as a Director or member of a committee of the Board shall, as regards all persons dealing in good faith with the Company notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid or that they or any of them were or was disqualified from holding office or not entitled to vote or had in any way vacated their or his or her office or that the delegation to such committee had been annulled, varied or revoked, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a Director or Member and had been entitled to vote or as if the delegation had continued in full force and effect.

20. Directors' written resolutions

- 20.1 Any Director may propose a Directors' written resolution by giving reasonable notice in writing of the proposed resolution to each of the other Directors.
- 20.2 If the Company has appointed a Secretary, any Director may request the Secretary to propose a *Directors' written resolution by giving reasonable notice in writing to each of the other Directors.*
- 20.3 Notice of a proposed Directors' written resolution shall indicate:
- 20.3.1 the proposed resolution; and
 - 20.3.2 the time by which it is proposed that the Directors should adopt it.
- 20.4 A proposed Directors' written resolution is adopted when a majority of the non-Conflicted Directors have signed one or more copies of it, provided that those Directors would have formed a quorum at a Board meeting were the resolution to have been proposed at such meeting.
- 20.5 Once a Directors' written resolution has been adopted, it shall be treated as if it had been a decision taken at a Board meeting in accordance with the Articles.

21. Unanimous decisions

- 21.1 A decision requiring unanimity among the Directors shall be deemed to have been taken when all non-Conflicted Directors present at a Board meeting indicate to each other by any means that they share a common view on a matter.
- 21.2 A decision may not be taken in accordance with this Article 21 if the non-Conflicted Directors do not form a quorum at a Board meeting.

22. Calling a Board meeting

- 22.1 Any Director may call a Board meeting by giving reasonable notice of the meeting to each of the Directors or by authorising the Secretary (if any) to give such notice.
- 22.2 Notice of any Board meeting shall indicate:

- 22.2.1 its proposed date and time;
- 22.2.2 where it is to take place; and
- 22.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 22.3 Subject to Article 22.4, notice of a Board meeting shall be given to each Director but need not be in writing.
- 22.4 Notice of a Board meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held the validity of the meeting is not affected nor any business conducted at it.
- 23. **Chairperson's casting vote at Board meetings**
 - 23.1 If the numbers of votes for and against a proposal at a Board meeting are equal, the Chairperson or other Director chairing the meeting has a casting vote.
 - 23.2 Article 23.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairperson or other Director chairing the meeting is a Conflicted Director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).
- 24. **Quorum for Board meetings**
 - 24.1 At a Board meeting where a quorum is not present no proposal is to be voted on, except a proposal to call another meeting.
 - 24.2 Subject to Article 24.3, the quorum for the transaction of business at a Board meeting may be fixed from time to time by a decision of the Directors, but, in the absence of a Majority Decision of the Directors fixing such number, it shall be fixed at:
 - 24.2.1 one, so long as there is only one Director; and otherwise
 - 24.2.2 two.
 - 24.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 25, to authorise a Director's Conflict, if there is only one non-Conflicted Director in office in addition to the Conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one non-Conflicted Director.
- 25. **Directors' conflicts of interests**
 - 25.1 Subject to Article 25.2, a Conflicted Director shall not vote in respect of any resolution, or be counted as participating in the quorum for the meeting (or part of a meeting) at which such resolution is to be voted upon, which would involve a Director breaching his or her duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a "**Conflict**").
 - 25.2 The Directors may, in accordance with the requirements set out in this Article 25, authorise any matter proposed to them by any Director that would, if not authorised, involve a Conflict.
 - 25.3 A Director seeking authorisation in respect of a Conflict shall declare to the other Directors the nature and extent of his or her interest in a Conflict as soon as is reasonably practicable.
 - 25.4 Any authorisation of a Conflict under this Article 25 may (whether at the time of giving the authorisation or subsequently):

- 25.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
- 25.4.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; or
- 25.4.3 be terminated or varied by the Directors at any time.
- 25.5 Where the Directors authorise a Conflict:
 - 25.5.1 the Director in Conflict will be obliged to conduct himself or herself in accordance with any terms, limits and/or conditions imposed by the Directors in relation to the Conflict;
 - 25.5.2 the Director in Conflict will not infringe any duty he or she owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he or she acts in accordance with such terms, limits and/or conditions (if any) as the Directors impose in respect of its authorisation.
- 25.6 Subject to Article 25.4, if a question arises at a Board meeting or a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any Director other than the Chairperson is to be final and conclusive.

26. Further rules

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

PART 8

MEMBERS AND GENERAL MEETINGS

27. Applications for membership

- 27.1 All persons interested in the objects of the Company shall be eligible for membership.
- 27.2 No person shall be admitted as a Member unless:
 - 27.2.1 that person has completed and delivered an application for membership in a form approved by the Board;
 - 27.2.2 all applicable Dues, if any, have been paid; and
 - 27.2.3 the application is approved by the Board or such person(s) or committee as the Board may so empower.

28. Eligibility for membership

- 28.1 The Board shall determine the criteria for membership.
- 28.2 Should any Member cease to meet the criteria so established for membership that person shall be deemed to have resigned as a Member.
- 28.3 Only individuals at least 18 years of age shall be entitled to become Members.
- 28.4 The Company shall consist of all existing Members (for so long as they remain Members), and such other persons as are admitted to membership in accordance with these Articles.

29. Termination of membership

- 29.1 A Member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing and shall, unless otherwise determined by the Board, cease to be Members on such date as any Dues become due but remain unpaid (but may be re-admitted as a Member by the Board upon payment of any such arrears).
- 29.2 The Board may terminate the membership of any Member in its absolute discretion without giving any reasons therefore.
- 29.3 The Board reserves the right to expel a person from membership if in the opinion of the Board the conduct of the Member is injurious to the character of the Company or objectionable in any respect. Any Member expelled in accordance with these Articles forfeits all rights to any return of Dues paid and remains liable for any outstanding Dues due from him or her at the date of expulsion.
- 29.4 Where a Member has become disqualified as a lawyer in any jurisdiction owing to conduct that was found to have constituted a breach of applicable law society rules, irrespective of whether or not such ruling is final or preliminary in nature, such Member shall be deemed to have withdrawn from membership of the Company.
- 29.5 A person's membership terminates when that person dies.
- 29.6 Any person ceasing to be a Member shall be removed from the List of Members.
30. **Transferability of membership**
- Membership is not transferable.
31. **Categories of membership**
- The Board may prescribe such categories of membership for the Company as it sees fit from time to time, and may set out the number of persons who may participate in the Company in connection with each such category of membership, any other benefits and obligations of such category of membership and the conditions under which such membership may be revoked. Dues and other fees shall also be set by the Board.
32. **Convening general meetings**
- The Directors may call general meetings and, on requisition of Members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting for a date not later than 8 weeks after receipt of the requisition.
33. **Notice of general meetings**
- 33.1 General meetings (other than an adjourned meeting) shall be called by at least 21 Clear Days' notice, but a general meeting may be called by shorter notice if it is so determined by Majority Decision.
- 33.2 Subject to the provisions of CA 2006, a general meeting called on shorter notice pursuant to Article 33.1 shall be deemed to have been duly convened if it is so agreed by a majority in number of the Members having the right to attend and vote at the meeting being a majority together holding not less than 90 per cent of the voting rights giving that right.
- 33.3 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted, the terms of any resolution to be proposed at it and that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and that a proxy need not also be a Member.
- 33.4 Subject to the provisions of these Articles, the notice shall be given to all Members and to the Directors and to the auditors for the time being of the Company.

- 33.5 Notice shall be deemed to have been given to all such persons if published on a website of the Company that has been notified to all Members.
- 33.6 Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by Electronic Communication to that address, subject to any conditions or limitations specified in the relevant notice of meeting.
- 33.7 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

34. Attendance and speaking at general meetings

- 34.1 A person is able to exercise the right to vote at a general meeting when:
 - 34.1.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 34.1.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 34.2 The Chairperson at the meeting may make whatever arrangements he or she consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 34.3 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 34.4 If it appears to the Chairperson at the meeting that the meeting place specified in the notice convening the meeting is inadequate to accommodate all Members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairperson at the meeting is satisfied that adequate facilities are available to ensure that any Member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be heard and seen by all other persons so present in the same manner.
- 34.5 The Chairperson at the meeting may direct that Members or proxies wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as he or she shall consider appropriate in the circumstances and shall be entitled in his or her absolute discretion to refuse entry to such general meeting to any Member or proxy who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

35. Quorum for general meetings

No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of two Members, each being present in person or a proxy for a Member, unless there should only be one Member or a proxy for a Member, in which case the quorum shall be one.

36. Chairing general meetings

- 36.1 The Chairperson shall chair general meetings if present and willing to do so.
- 36.2 If the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Directors present shall appoint a Director or Member to chair the meeting.
- 36.3 The person chairing a meeting in accordance with this Article 36 is referred to as the Chairperson

of the meeting.

37. Attendance and speaking by Directors and non-Members

The Chairperson of the meeting may permit other persons who are not:

37.1 Directors; or

37.2 Members,

to attend and speak at a general meeting.

38. Voting

Each Member shall have one vote (whether on a show of hands or on a poll) to be cast by the Member either personally or by proxy. The Directors may specify voting procedures in respect of any resolution and may, where the Board deems it appropriate to do so, permit the advance acceptance of votes from Members pursuant to such communication systems as the Board may establish, including, where applicable, voting procedures to be established on any website.

39. Dues in good standing

No Member shall, unless the Board otherwise determines, vote at any general meeting or at any separate meeting of the holders of any category of membership either in person or by proxy in respect of the membership held by him or her or to exercise any right as a Member, unless all monies presently payable by him or her to the Company have been paid.

40. Chairperson's power to restrict voting

40.1 The Chairperson may restrict one or more Members from voting, where it appears that a particular person or persons may have registered Members for the purpose of influencing the outcome of a particular resolution.

40.2 Any decision to exclude any Member from voting shall be final and without liability.

40.3 Nothing shall preclude the Chairperson from reinstating the voting privileges of any such Member, provided that no resolution previously passed or not passed shall be affected thereby.

PART 9

ADMINISTRATIVE ARRANGEMENTS

41. Notices

41.1 Any documents or information to be sent or supplied by or to the Company may be sent or supplied in hard copy form or by Electronic Communication.

41.2 Any notice, document or information may be given, sent or supplied by the Company to any Member either:

41.2.1 personally;

41.2.2 by sending it by post in a prepaid envelope addressed to the Member at that person's registered address or by leaving it at that address;

41.2.3 by giving it in electronic form to a person who has agreed (generally or specifically) that the notice, document or information may be sent or supplied in that form (and has not revoked that agreement); or

- 41.2.4 by making it available on a website, subject to the requirement that the Member has directed or agreed (generally or specifically) that the notice, document or information may be sent or supplied to him or her by being made available on a website (and has not revoked that direction or agreement).
- 41.3 A Member whose registered address is not within the United Kingdom shall not be entitled to receive any notice, document or information from the Company other than by means of an Electronic Communication.
- 41.4 Any notice, document or information given, sent or supplied by the Company to the Members or any of them:
- 41.4.1 by post, shall be deemed to have been given 48 hours after the envelope containing the notice was posted. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent; and
- 41.4.2 by Electronic Communication, shall be deemed to have been received 24 hours after it was sent or posted, as the case may be.
- 41.5 Reference to these Articles to notices and to copies of documents and/or statements being sent to any person include (without prejudice to any provision of these Articles) references to copies of such notices, documents and/or statements being sent, or treated as sent, to such person using Electronic Communications.
- 41.6 Where under or pursuant to these Articles a document or communication is required to be signed by a Member or other person, the Company shall be entitled to treat the same as validly executed either where the document or other communication incorporates the electronic signature of that Member or other person in such form as the Directors may approve or where the document or communication is accompanied by such other evidence as the Directors may require to satisfy themselves as to approval and authenticity.
42. **No right to inspect accounts and other records**
- Except as provided by law or authorised by the Chairperson, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

PART 10

DIRECTORS' INDEMNITY AND INSURANCE

43. **Indemnity**
- 43.1 Subject to Article 43.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 43.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by that person as a relevant officer:
- (a) in the actual or purported execution and/or discharge of that person's duties, or in relation to them; and
- (b) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),
- including (in each case) any liability incurred by that person in defending any civil or criminal proceedings in which judgment is given in that person's favour or in which that person is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on that person's part or in connection with any

application in which the court grants that person, in that person's capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

43.1.2 the Company may provide any relevant officer with funds to meet expenditures incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 43.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

43.2 This Article 43 does not authorise any indemnity which would be prohibited or rendered void by any provision of CA 2006 or by any other provision of law.

43.3 In this Article 43 and Article 44:

43.3.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

43.3.2 a **relevant officer** means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the Directors so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not that person is also a Director or other officer), to the extent that person acts in their capacity as auditor).

44. **Insurance**

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

44.2 In this Article 44, a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

--- END OF ARTICLES ---