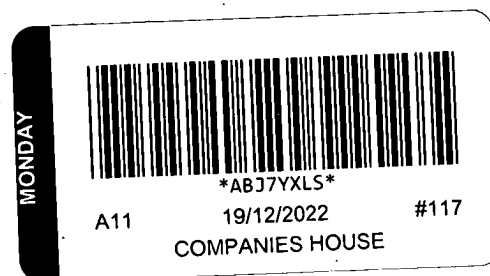


Company No. 12093939

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
of
VALE OF LEVEN WIND FARM LIMITED**

Adopted by written resolution passed on 7th December 2022



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VALE OF LEVEN WIND FARM LIMITED

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DEFINED TERMS AND INTERPRETATION

1.1 Definitions

In these Articles:

the Act means the Companies Act 2006.

A Director means any director appointed to the Company in accordance with Article 5.2.2.

alternate or **alternate director** has the meaning given in Article 7.1.

appointor has the meaning given in Article 7.1.1.

Articles means these articles of association.

A Shareholder means a holder of A Shares.

A Shares means A ordinary shares of £1.00 each in the capital of the Company, having the rights set out in these Articles.

Bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

B Director means any director appointed to the Company in accordance with Article 5.2.4.

B Shareholder means a holder of B Shares.

B Shares means B shares of £1.00 each in the capital of the Company, having the rights set out in these Articles.

Business Day means a day (other than a Saturday and a Sunday) on which banks generally are open for business in London.

call has the meaning given in Article 12.13.1.

call notice has the meaning given in Article 12.13.1.

capitalised sum has the meaning given in Article 15.1.1(b).

chairman has the meaning given in Article 4.5.

chairman of the meeting has the meaning given in Article 9.4.

Companies Acts means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company and every other statute and statutory instrument (including any orders, regulations or other subordinate legislation made under them) for the time being in force concerning companies and affecting the Company.

company secretary means any person appointed by the directors to perform the duties of the secretary of the Company from time to time.

Company means Vale of Leven Wind Farm Limited (No. 12093939).

Company's lien has the meaning given in Article 12.11.1.

Conflict has the meaning given in Article 4.10.1.

Controlling Member means the registered holder or holders for the time being of the entire issued share capital of the Company.

day means a period of 24 hours beginning and ending on 00.00 midnight.

director means a director, for the time being, of the Company and includes any person occupying the position of director by whatever name called.

distribution recipient has the meaning given in Article 14.3.2.

document includes, unless otherwise specified, any document sent or supplied in electronic form.

electronic address means any number or address used for the purpose of sending or receiving notices, documents or information by electronic means.

electronic form has the same meaning as in section 1168 of the Act.

electronic means has the same meaning as in section 1168 of the Act.

eligible director means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

executed includes, in relation to a document, execution under hand or under seal or by any other method of execution permitted by law or, in the case of a document sent or supplied in electronic form, by electronic signature.

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

hard copy form has the meaning given in section 1168 of the Act.

holder means in relation to a share or shares, the person whose name is entered in the register of members as the holder of that share or shares.

instrument means a document in hard copy form.

member has the meaning given in section 112 of the Act.

month means a calendar month.

ordinary resolution has the meaning given in section 282 of the Act.

paid means paid up or credited as paid.

participate in relation to a directors' meeting, has the meaning given in Article 4.3.

partly paid in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company.

persons entitled has the meaning given in Article 15:1.1(b).

proxy notice has the meaning given in Article 10.3.6.

Relevant Company means (i) the Company; (ii) any subsidiary of the Company; (iii) any body corporate in which the Company is otherwise interested; (iv) the Controlling Member or any subsidiary of the Controlling Member; (v) Coriolis Energy Limited (company number 10189460); or (v) ESB Asset Development (UK) Limited (company number 06925667).

shares means shares in the Company.

special resolution as the meaning given in section 283 of the Act.

subsidiary has the meaning given in section 1159 of the Act.

transmittee means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law.

United Kingdom means Great Britain and Northern Ireland.

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

year means a calendar year.

1.2 Interpretation

In these Articles:

- 1.2.1 save as defined in Article 1.1 and unless the context otherwise requires, words or expressions bear the same meaning as in the Act in force on the date when these Articles become binding on the Company;
- 1.2.2 any reference to an **Article** shall be construed as a reference to the relevant article of these Articles unless expressly provided otherwise;
- 1.2.3 a reference to any statute, statutory instrument or provision of a statute or statutory instrument includes a reference to any statutory modification or re-enactment of it for the time being in force;
- 1.2.4 references to the execution of a document in electronic form include references to it being executed by such means as the board of directors may from time to time approve (including for the purpose of establishing the authenticity or integrity of the relevant document);
- 1.2.5 unless otherwise specified or the context otherwise requires:
 - (a) words in the singular include the plural, and vice versa;
 - (b) words importing any gender include all genders; and
 - (c) a reference to a person includes a reference to a body corporate and to an unincorporated body of persons;
- 1.2.6 references to any act being done (including a consent or approval being given, a determination being made or a discretion being exercised) by the directors shall be construed as referring to the directors acting by resolution duly passed at a meeting of the directors, or otherwise passed as permitted by these Articles;
- 1.2.7 the headings are inserted for convenience only and do not affect the construction of these Articles;
- 1.2.8 powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them;
- 1.2.9 no power of delegation shall be limited by the existence, or except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
- 1.2.10 except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is, for the time being, authorised to exercise it under these Articles or under another delegation of power.

1.3 Exclusion of the Model Articles

- 1.3.1 No regulations or articles contained in any statute or subordinate legislation, including but not limited to, the articles contained in Schedules 1 to 3 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall apply as the regulations of the Company or the Articles.

LIABILITY OF MEMBERS

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

DIRECTORS' POWERS AND RESPONSIBILITIES

3.1 Directors' general authority

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

3.2 Members' reserve power

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

3.3 Directors may delegate

- 3.3.1 Subject to these Articles, the directors may delegate any of the powers which are conferred on them under these Articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions,as they think fit.
- 3.3.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 3.3.3 The directors may revoke any delegation, in whole or part, or alter its terms and conditions.

3.4 Committees

- 3.4.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by directors.
- 3.4.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

3.5 Power to appoint attorney or agent

- 3.5.1 The directors may, by power of attorney or otherwise, appoint any person, whether nominated directly or indirectly by the directors, to be the agent of the Company for such time and purposes and with such powers and subject to such terms and conditions (including as to remuneration and either collaterally with or to the exclusion of their own powers) as they think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with the agent as the directors may think fit. The directors may also authorise the agent to sub-delegate all or any of the powers vested in him. Any such appointment may be revoked or altered.

3.6 Change of name

- 3.6.1 The Company may change its name by special resolution of the members.

DECISION-MAKING BY DIRECTORS

4.1 Directors to take decisions collectively

Decisions of the directors may be taken:

- 4.1.1 at a directors' meeting, or
- 4.1.2 in the form of a directors' written resolution.

4.2 Calling a directors' meeting

- 4.2.1 Any director may call a directors' meeting.
- 4.2.2 The company secretary must call a directors' meeting if a director so requests.
- 4.2.3 A directors' meeting is called by giving notice of the meeting to the directors.
- 4.2.4 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

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

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

4.3 Participation in directors' meetings

4.3.1 Subject to these Articles, directors **participate** in a directors' meeting, or part of a directors' meeting, when:

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

4.3.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is.

4.3.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is and if there is no agreement between the directors, the meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no such group, where the chairman of the meeting is.

4.4 Quorum for directors' meetings

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

4.4.2 Subject to Article 4.4.3, the quorum for the transaction of business at a meeting of directors is any two eligible directors. If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Chairman determines. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall proceed.

4.4.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 4.10 to authorise a Conflict, if there is only one eligible director in office other than the conflicted director or conflicted directors, the quorum for such meeting (or part of a meeting) shall be one eligible director.

4.4.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the members to appoint further directors.

4.5 Chairing directors' meetings

4.5.1 The directors may appoint a director to chair their meetings.

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

4.5.3 The directors may appoint other directors as deputy or assistant chairmen to chair directors' meetings in the chairman's absence.

4.5.4 The directors may terminate the appointment of the chairman, deputy or assistant chairman at any time.

- 4.5.5 If neither the chairman nor any director appointed generally to chair directors' meetings in the chairman's absence is participating in a meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 4.6 Voting at directors' meetings: general rules**
- 4.6.1 Subject to these Articles, a decision is taken at a directors' meeting by a majority of the votes of the eligible directors.
- 4.6.2 Subject to these Articles, each eligible director participating in a directors' meeting has one vote.
- 4.7 Chairman's casting vote at directors' meetings**
- 4.7.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 4.7.2 Article 4.7.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).
- 4.8 Alternates voting at directors' meetings**
- 4.8.1 A director who is also an alternate director has an additional vote on behalf of each appointor who is:
- (a) not participating in a directors' meeting, and
 - (b) would have been entitled to vote if they were participating in it.
- 4.9 Transactions or other arrangements with the company**
- 4.9.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or vote on a directors' written resolution, in respect of such contract or proposed contract in which he is interested;
 - (d) 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;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

4.10 Authorisation of conflicts of interest

- 4.10.1 The directors may, in accordance with the requirements set out in this Article 4.10, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 4.10.2 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in any Relevant Company and no authorisation under this Article 4.10 shall be necessary in respect of any such interest and such directors shall be entitled to vote and count in a quorum at any future meeting of directors in relation to any resolution relating to a Conflict (subject to the provisions of the Act).
- 4.10.3 Any authorisation under Article 4.10.1 will be effective only if:
- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
 - (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 4.10.4 Any authorisation of a Conflict under this Article 4.10 may (whether at the time of giving the authority or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
 - (c) be terminated or varied by the directors at any time,
provided that this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 4.10.5 In authorising a Conflict, the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- (a) disclose such information to the directors or to any director or other officer or employee of the Company; or
 - (b) use or apply any such information in performing his duties as a director,
where to do so would amount to a breach of that confidence.
- 4.10.6 Where the directors authorise a Conflict, they may (whether at the time of giving the authority or subsequently) provide, without limitation that the director:
- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
 - (b) is not given any documents or other information relating to the Conflict; and
 - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 4.10.7 Where the directors authorise a Conflict:
- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

- (b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 4.10.8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors, by Article 4.10.2 or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 4.10.9 For the purposes of this Article 4.10, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 4.10.10 Subject to Article 4.10.11, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 4.10.11 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 4.10.12 The A Director shall be entitled from time to time to disclose to the A Shareholders and the B Director shall be entitled from time to time to disclose to the B Shareholders information concerning the business of the company as he shall at his discretion see fit.
- 4.11 Proposing directors' written resolutions**
 - 4.11.1 Any director may propose a directors' written resolution.
 - 4.11.2 The company secretary must propose a directors' written resolution if a director so requests.
 - 4.11.3 A directors' written resolution is proposed by giving notice of the proposed resolution to the directors.
 - 4.11.4 Notice of a proposed directors' written resolution must indicate:
 - (a) the proposed resolution, and
 - (b) the time by which it is proposed that the directors should adopt it.
 - 4.11.5 Notice of a proposed directors' written resolution must be given in writing to each director.
 - 4.11.6 Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.
- 4.12 Adoption of directors' written resolutions**
 - 4.12.1 A proposed directors' written resolution is adopted when all eligible directors have signed one or more copies of it, provided that those directors would have formed a quorum at such a meeting.
 - 4.12.2 It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted.
 - 4.12.3 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with these Articles.
- 4.13 Records of decisions to be kept**
 - 4.13.1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every decision taken by the directors at a meeting or by way of written resolution.

4.14 Directors' discretion to make further rules

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

APPOINTMENT AND REMOVAL OF DIRECTORS

5.1 Number of directors

- 5.1.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

5.2 Methods of appointing directors

- 5.2.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) by ordinary resolution; or
 - (b) by a decision of the directors.
- 5.2.2 The holders of the A Shares may, by notice in writing to the Company and the B Shareholders in accordance with Article 5.2.7, appoint up to three persons to be Directors of the Company (any such Directors so appointed being called **A Directors**).
- 5.2.3 Any A Director may at any time be removed from office by the A Shareholders in accordance with Article 5.2.7.
- 5.2.4 The B Shareholders may, by notice in writing to the Company and the A Shareholders in accordance with Article 5.2.7, appoint one person to be a Director of the Company (any such Director so appointed being called the **B Director**).
- 5.2.5 The B Director may at any time be removed from office by the B Shareholders in accordance with Article 5.2.7.
- 5.2.6 If any A Director or the B Director dies or is removed from or vacates office for any reason, the holders of the A Shares (in the case of an A Director) or the holders of the B Shares (in the case of the B Director) may appoint in his place another person to be an A Director or the B Director (as the case may be) in accordance with Article 5.2.7.
- 5.2.7 Any appointment or removal of a Director pursuant to this Article 5.2 must be in writing and signed by or on behalf of the holder of a majority of the issued A Shares or B Shares (as the case may be) and served on the Company at its registered office, marked for the attention of the company secretary or delivered to a duly constituted meeting of the Board. Any such appointment or removal takes effect as at the time of such lodgement or delivery or at such later time as may be specified in such notice.
- 5.2.8 The right to appoint and remove A Directors or the B Director under this Article is a class right attaching to the A Shares and the B Shares respectively.
- 5.2.9 If no A Shares or B Shares remain in issue following a redesignation under these Articles, any Director appointed by a holder of shares of that class will be deemed to have been removed as from the time of the redesignation.
- 5.2.10 No A Director or B Director may be appointed or removed otherwise than pursuant to this Article, save as provided by law.

5.3 Removal of directors

- 5.3.1 Without prejudice to the provisions of the Companies Acts, the Company may, by ordinary resolution, remove a director (other than an A Director or a B Director) before the expiration of his period of office (but such removal shall be without prejudice to any claim for damages for breach of any contract of service between the director and the Company) and may, by ordinary resolution, appoint another person instead of him.

5.4 Termination of director's appointment

- 5.4.1 A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months and the directors resolve that his office should be vacated;
- (e) notification is received by the Company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms; or
- (f) he is removed from office under the provisions of Articles 5.2 or 5.3.1.

5.4.2 A resolution of the directors that a director has vacated office under the terms of this Article 5.4 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

5.5 Ceasing to be a director shall cease committee membership

5.5.1 If a director shall vacate his office as director for any reason, he shall automatically cease to have any position on any committee set up by the directors.

DIRECTORS' REMUNERATION AND EXPENSES

6.1 Remuneration

- 6.1.1 Directors may undertake any services for the Company that the directors decide.
- 6.1.2 Subject to Article 7.2.5, directors are entitled to such remuneration as the directors determine:
 - (a) for their services to the Company as directors; and
 - (b) for any other service which they undertake for the Company.
- 6.1.3 Subject to these Articles, a director's remuneration may:
 - (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 6.1.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 6.1.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

6.2 Directors' expenses

- 6.2.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
 - (a) meetings of directors or committees of directors;
 - (b) general meetings; or
 - (c) separate meetings of the holders of any class of shares or of debentures of the Company,
 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

7.1 Appointment and removal of alternates

7.1.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

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

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor (**alternate** or **alternate director**). In these Articles, where the context so permits, the terms **A Director** or **B Director** includes an alternate director appointed by an A Director or a B Director as the case may be. A person may be appointed an alternate director by more than one Director provided that each of his appointors represents the same class of shares but not otherwise.

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

7.1.3 The notice must:

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

7.2 Rights and responsibilities of alternate directors

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

7.2.2 Except as these Articles specify otherwise, alternate directors:

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

7.2.3 A person who is an alternate director but not a director:

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

and no alternate may be counted as more than one director for such purposes.

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

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

7.3 Termination of alternate directorship

7.3.1 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

COMPANY SECRETARY

8.1 Appointment and removal of company secretary

- 8.1.1 The directors may appoint any person who is willing to act as the company secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.
- 8.1.2 If no person is appointed as company secretary, any references in these Articles to the company secretary shall be treated as references to one of the directors.

ORGANISATION OF GENERAL MEETINGS

9.1 Members can call general meeting if not enough directors

- 9.1.1 If:
 - (a) the Company has fewer than two directors, and
 - (b) the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so,
 then any member may call a general meeting (or instruct the company secretary to do so) for the purpose of appointing one or more directors.

9.2 Attendance and speaking at general meetings

- 9.2.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate orally to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 9.2.2 A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 9.2.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 9.2.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 9.2.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

9.3 Quorum for general meetings

- 9.3.1 The quorum at any general meeting of the Company or adjourned general meeting shall be two holders of A Shares present in person or by proxy or (if a corporation) by duly authorised representative.
- 9.3.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 9.3.3 If a general meeting is adjourned because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

9.4 Chairing general meetings

- 9.4.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 9.4.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the directors present; or
 - (b) (if no directors are present), the members present and entitled to vote,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 9.4.3 The person chairing a meeting in accordance with this Article 9.4 is referred to as **the chairman of the meeting**.

9.5 Attendance and speaking by directors and non-members

- 9.5.1 Directors may attend and speak at general meetings, whether or not they are members.
- 9.5.2 The chairman of the meeting may permit other persons who are not:
- (a) members of the Company; or
 - (b) otherwise entitled to exercise the rights of members in relation to general meetings,
- to attend and speak at a general meeting.

9.6 Adjournment

- 9.6.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it, provided that if the Company has only a single member, the provisions of this Article 9.6.1 as to adjournment shall not apply and if, within 30 minutes of the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned.
- 9.6.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- 9.6.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 9.6.4 When adjourning a general meeting, the chairman of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 9.6.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 9.6.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

10.1 Voting: general

- 10.1.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 10.1.2 At a general meeting, on a show of hands every member (other than the holders of the B Shares who shall not be entitled to vote at a general meeting) who is present in person or by proxy has one vote, unless the proxy is himself a member entitled to vote, on a poll every member (other than the holders of the B Shares who shall not be entitled to vote at a general meeting) present in person or by proxy has one vote for each share of which he is the holder and on a vote on a written resolution every member (other than the holders of the B Shares) has one vote for each share of which he is the holder, except that no shares of one class confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right.

10.2 Errors and disputes

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

10.3 Demanding a poll

- 10.3.1 A poll on a resolution may be demanded:
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 10.3.2 A poll may be demanded by:
 - (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 10.3.3 A demand for a poll may be withdrawn if:
 - (a) the poll has not yet been taken; and
 - (b) the chairman of the meeting consents to the withdrawal,and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 10.3.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- 10.3.5 Content of proxy notices
- 10.3.6 Proxies may only validly be appointed by a notice in writing (proxy notice) which:
 - (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

- (d) is delivered to the Company in accordance with these Articles and in accordance with any instructions contained in the notice of the general meeting to which they relate.
- 10.3.7 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 10.3.8 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 10.3.9 Unless a proxy notice indicates otherwise, it must be treated as:
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

10.4 Delivery of proxy notices

- 10.4.1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 10.4.2 In accordance with the Companies Acts, and these Articles, the directors may allow an appointment of proxy to be sent or supplied in electronic form, subject to any conditions or limitations which the directors may specify, and where the Company has given an electronic address in any instrument of proxy or invitation to appoint a proxy, any document or instrument relating to proxies for the meeting (including any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to such electronic address, subject to any conditions or limitations specified in the relevant notice of meeting.
- 10.4.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 10.4.4 Subject to Articles 10.4.5 and 10.4.6, a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 10.4.5 In the case of a poll taken more than 48 hours after it is demanded, the proxy notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll.
- 10.4.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered:
 - (a) in accordance with Article 10.4.4, or
 - (b) at the meeting at which the poll was demanded to the chairman, company secretary or any director.
- 10.4.7 An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address.
- 10.4.8 A notice revoking a proxy appointment only takes effect if it is delivered before:
 - (a) the start of the meeting or adjourned meeting to which it relates, or
 - (b) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

- 10.4.9 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

10.5 Amendments to resolutions

- 10.5.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 10.5.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 10.5.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

11.1 Lapsing of written resolutions

- 11.1.1 Where a written resolution of the Company is proposed by the directors or the members in accordance with Chapter 2 of Part 13 of the Act, the written resolution shall lapse in accordance with section 297 of the Act if it is not passed before the end of the period of 21 days beginning with the circulation date (as defined in the Act) and the agreement of a member to a written resolution is ineffective if signed after the expiry of that period.

SHARES

12.1 Share class rights

- 12.1.1 The A Shares shall rank *pari passu* in all respects with the B Shares save that the B Shareholders shall not be entitled to vote at a general meeting (but shall be entitled to attend a general meeting). Further the B Shareholders shall be entitled to vote in respect of the rights attached to the B Shares in accordance with the Article 12.1.2, but not otherwise.
- 12.1.2 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of not less than 75% of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise.

12.2 Further issue of shares

- 12.2.1 Subject to the remaining provisions of this Article 12.2, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:
- (a) offer or allot;
 - (b) grant rights to subscribe for or to convert any security into;
 - (c) otherwise deal in, or dispose of,

any Shares to any person, at any time and subject to any terms and conditions as the directors think proper.

12.2.2 The authority referred to in Article 12.2.1:

- (a) shall be limited to a maximum nominal amount of £1500 of A Shares and £1500 of B Shares;
- (b) shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution; and
- (c) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).

12.3 Powers to issue different classes of share

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

12.3.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

12.4 Exclusion of statutory pre-emption rights

12.4.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

12.5 Payment of commissions on subscription for shares

12.5.1 The Company may pay any person a commission in consideration for that person:

- (a) subscribing, or agreeing to subscribe, for shares; or
- (b) procuring, or agreeing to procure, subscriptions for shares.

12.5.2 Any such commission may be paid:

- (a) in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other; and
- (b) in respect of a conditional or an absolute subscription.

12.6 Company not bound by less than absolute interests

12.6.1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or these Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

12.7 Share certificates

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

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

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

12.7.4 Every certificate must specify:

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

12.7.5 Certificates must:

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

12.8 Consolidated share certificates

12.8.1 When a member's holding of shares of a particular class increases, the Company may issue that member with:

- (a) a single, consolidated certificate in respect of all the shares of a particular class which that member holds; or
- (b) a separate certificate in respect of only those shares by which that member's holding has increased.

12.8.2 When a member's holding of shares of a particular class is reduced, the Company must ensure that the member is issued with one or more certificates in respect of the number of shares held by the member after that reduction. But the Company need not (in the absence of a request from the member) issue any new certificate if:

- (a) all the shares which the member no longer holds as a result of the reduction; and
- (b) none of the shares which the member retains following the reduction, were, immediately before the reduction, represented by the same certificate.

12.8.3 A member may request the Company, in writing, to replace:

- (a) the member's separate certificates with a consolidated certificate, or
- (b) the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify.

12.8.4 When the Company complies with such a request it may charge such reasonable fee as the directors may decide for doing so.

12.8.5 A consolidated certificate must not be issued unless any certificates which it is to replace have first been returned to the Company for cancellation.

12.9 Replacement share certificates

12.9.1 If a certificate issued in respect of a member's shares is:

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

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

12.9.2 A member exercising the right to be issued with such a replacement certificate:

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

12.10 Purchase of own shares

12.10.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:

- (a) £15,000; and
- (b) the value of 5% of the Company's share capital.

12.11 Company's lien over shares

- 12.11.1 The Company has a lien (**Company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.
- 12.11.2 The Company's lien over a share:
- (a) takes priority over any third party's interest in that share; and
 - (b) extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.
- 12.11.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

12.12 Enforcement of the company's lien

- 12.12.1 Subject to the provisions of this Article 12.12, if:
- (a) a lien enforcement notice has been given in respect of a share, and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in such manner as the directors decide.
- 12.12.2 A lien enforcement notice:
- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - (b) must specify the share concerned;
 - (c) must require payment of the sum payable within 14 days of the notice;
 - (d) must be addressed either to the holder of the share or to a transmittee of that holder; and
 - (e) must state the Company's intention to sell the share if the notice is not complied with.
- 12.12.3 Where shares are sold under this Article 12.12:
- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
 - (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 12.12.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
 - (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.

12.12.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the Company's lien on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.

12.13 Call notices

12.13.1 Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a member requiring the member to pay the Company a specified sum of money (**call**) which is payable to the Company at the date when the directors decide to send the call notice.

12.13.2 A call notice:

- (a) may not require a member to pay a call which exceeds the total amount of his indebtedness or liability to the Company;
- (b) must state when and how any call to which it relates it is to be paid; and
- (c) may permit or require the call to be paid by installments.

12.13.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.

12.13.4 Before the Company has received any call due under a call notice the directors may:

- (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the notice,
- by a further notice in writing to the member in respect of whose shares the call is made.

12.14 Liability to pay calls

12.14.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

12.14.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

12.14.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:

- (a) to pay calls which are not the same; or
- (b) to pay calls at different times.

12.15 When call notice need not be issued

12.15.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):

- (a) on allotment;
- (b) on the occurrence of a particular event; or
- (c) on a date fixed by or in accordance with the terms of issue

but if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

12.16 Failure to comply with call notice: automatic consequences

12.16.1 If a person is liable to pay a call and fails to do so by the call payment date:

- (a) the directors may issue a notice of intended forfeiture to that person; and

- (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

12.16.2 For the purposes of this Article 12.16:

- (a) the **call payment date** is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the call payment date is that later date;
- (b) the relevant rate is:
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
 - (iii) if no rate is fixed in either of these ways, 5 per cent per annum.

12.16.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

12.16.4 The directors may waive any obligation to pay interest on a call wholly or in part.

12.17 Notice of intended forfeiture

12.17.1 A notice of intended forfeiture:

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder;
- (c) must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 days after the date of the notice;
- (d) must state how the payment is to be made; and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

12.18 Directors' power to forfeit shares

12.18.1 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

12.19 Effect of forfeiture

12.19.1 Subject to these Articles, the forfeiture of a share extinguishes:

- (a) all interests in that share; and all claims and demands against the Company in respect of it; and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

12.19.2 Any share which is forfeited in accordance with these Articles:

- (a) is deemed to have been forfeited when the directors decide that it is forfeited;
- (b) is deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

12.19.3 If a person's shares have been forfeited:

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person ceases to be a member in respect of those shares;
- (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
- (d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

12.19.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

12.20 Procedure following forfeiture

12.20.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

12.20.2 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.

12.20.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.

12.20.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

- (a) was, or would have become, payable; and
- (b) had not, when that share was forfeited, been paid by that person in respect of that share;

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

12.21 Surrender of shares

12.21.1 A member may surrender any share:

- (a) in respect of which the directors may issue a notice of intended forfeiture;
- (b) which the directors may forfeit; or
- (c) which has been forfeited.

12.21.2 The directors may accept the surrender of any such share.

12.21.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

12.21.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

12.22 Transfers of shares

- 12.22.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, unless the share is fully paid, the transferee.
- 12.22.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 12.22.3 The Company may retain any instrument of transfer which is registered.
- 12.22.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 12.22.5 The directors may refuse to register the transfer of a share if:
 - (a) the transfer is not lodged at the company's registered office or such other place as the directors have appointed;
 - (b) the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
 - (c) the transfer is in respect of more than one class of share; or
 - (d) the transfer is in favour of more than four transferees.
- 12.22.6 If the directors refuse to register the transfer of a share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

12.23 Transmission of shares

- 12.23.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 12.23.2 Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

12.24 Transmittees' rights

- 12.24.1 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
 - (a) may, subject to these Articles, choose either to become the holder of those shares or to have them transferred to another person; and
 - (b) subject to these Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 12.24.2 Subject to Article 0, transmittees shall not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

12.25 Exercise of transmittees' rights

- 12.25.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 12.25.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 12.25.3 Any transfer made or executed under this Article 12.25 is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

12.26 Transmittees bound by prior notices

- 12.26.1 If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the

transmittee's name, or the name of any person nominated under Article 12.24.1, has been entered in the register of members.

CONSOLIDATION OF SHARES

13.1 Procedure for disposing of fractions of shares

13.1.1 This Article 13.1 applies where:

- (a) there has been a consolidation or division of shares; and
- (b) as a result, members are entitled to fractions of shares.

13.1.2 The directors may:

- (a) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable;
- (b) in the case of a certificated share, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- (c) distribute the net proceeds of sale in due proportion among the holders of the shares.

13.1.3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

13.1.4 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

13.1.5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

DISTRIBUTIONS

14.1 Procedure for declaring dividends

14.1.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

14.1.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

14.1.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.

14.1.4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.

14.1.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

14.1.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

14.1.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

14.2 Calculation of dividends

14.2.1 Except as otherwise provided by these Articles or the rights attached to shares, all dividends must be:

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 14.2.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 14.2.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

14.3 Payment of dividends and other distributions

- 14.3.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 14.3.2 In these Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:
- (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

14.4 Deductions from distributions in respect of sums owed to the company

- 14.4.1 If:
- (a) a share is subject to a Company's lien; and
 - (b) the directors are entitled to issue a lien enforcement notice in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.
- 14.4.2 Money so deducted must be used to pay any of the sums payable in respect of that share.
- 14.4.3 The Company must notify the distribution recipient in writing of:
- 14.4.4 the fact and amount of any such deduction;
- 14.4.5 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and
- 14.4.6 how the money deducted has been applied.

14.5 No interest on distributions

- 14.5.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- (a) the terms on which the share was issued; or
 - (b) the provisions of another agreement between the holder of that share and the Company.

14.6 Unclaimed distributions

- 14.6.1 All dividends or other sums which are:
- (a) payable in respect of shares; and
 - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.
- 14.6.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 14.6.3 If:
- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
 - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

14.7 Non-cash distributions

- 14.7.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).
- 14.7.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients;
 - (c) vesting any assets in trustees.

14.8 Waiver of distributions

- 14.8.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:
- (a) the share has more than one holder, or
 - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

15.1 Authority to capitalise and appropriation of capitalised sums

- 15.1.1 Subject to these Articles, the directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions.
- 15.1.2 Capitalised sums must be applied:
 - (a) on behalf of the persons entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.
- 15.1.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 15.1.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
 - (a) in or towards paying up amounts unpaid on existing shares held by the persons entitled; or
 - (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 15.1.5 Subject to these Articles, the directors may:
 - (a) apply capitalised sums in accordance Articles 15.1.3 and 15.1.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article 15.1 (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 15.1.

ADMINISTRATIVE ARRANGEMENTS

16.1 Means of communication to be used

- 16.1.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 16.1.2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 16.1.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

16.2 Service of notices, documents or other information

- 16.2.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - (a) if sent by post, on the day following that on which the envelope containing the notice, document or information was posted, if pre-paid as first class post, and within 48 hours, if pre-paid as second class post, after it has been posted. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent;

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address; and
 - (c) if sent by electronic means, at the expiration of 24 hours after the time it was sent.
- 16.2.2 For the purposes of Article 16.2.1, no account shall be taken of any part of a day that is not a Business Day.
- 16.2.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

16.3 Company seals

- 16.3.1 Any common seal may only be used by the authority of the directors.
- 16.3.2 The directors may decide by what means and in what form any common seal is to be used.
- 16.3.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 16.3.4 For the purposes of this Article 16.3, an authorised person is:
- (a) any director of the Company;
 - (b) the company secretary; or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.
- 16.3.5 If the Company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the directors.

16.4 Destruction of documents

- 16.4.1 The Company is entitled to destroy:
- (a) all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six years after the date of registration;
 - (b) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded;
 - (c) all share certificates which have been cancelled from one year after the date of the cancellation;
 - (d) all paid dividend warrants and cheques from one year after the date of actual payment; and
 - (e) all proxy notices from one year after the end of the meeting to which the proxy notice relates.
- 16.4.2 If the Company destroys a document in good faith, in accordance with these Articles, and without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the Company that:
- (a) entries in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed were duly and properly made;
 - (b) any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
 - (c) any share certificate so destroyed was a valid and effective certificate duly and properly cancelled; and
 - (d) any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the Company.

16.4.3 This Article 16.4 does not impose on the Company any liability which it would not otherwise have if it destroys any document before the time at which Article 16.4 permits it to do so.

16.4.4 In this Article 16.4, references to the destruction of any document include a reference to its being disposed of in any manner.

16.5 Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

17.1 Indemnity

17.1.1 Subject to Article 17.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 17.1.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

17.1.2 This Article 17.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

17.1.3 In this Article 17.1:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

17.2 Insurance

17.2.1 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.

17.2.2 In this Article 17.2:

- (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 the

Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

- (b) **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant 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; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.