

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

DAVIDSON BROTHERS (SHOTTS) LIMITED

(Registered Number: SC025270)

(the "Company")

Notice is hereby given that in accordance with Chapter 2 of Part 13 of the Companies Act 2006, on 23 MARCH 2018 the following resolutions were passed by the shareholders of the Company as special resolutions by way of a written resolution:

SPECIAL RESOLUTIONS

THAT

1. The 96,215 Ordinary Shares of £1.00 each in the capital of the Company held by William Melville Davidson be and are hereby re-designated as 96,215 A Ordinary Shares of £1.00 each in the capital of the Company having the rights set out in the New Articles adopted on the same day as this resolution.
2. The 31,186 Ordinary Shares of £1.00 each in the capital of the Company held by William George Davidson be and are hereby re-designated as 31,186 B Ordinary Shares of £1.00 each in the capital of the Company having the rights set out in the New Articles adopted on the same day as this resolution.
3. The 12,537 Ordinary Shares of £1.00 each in the capital of the Company held by Jennifer Cassels Ryles be and are hereby re-designated as 12,537 C Ordinary Shares of £1.00 each in the capital of the Company having the rights set out in the New Articles adopted on the same day as this resolution.
4. The 1 Ordinary Share of £1.00 each in the capital of the Company held by Moira Davidson be and is hereby re-designated as 1 D Ordinary Share of £1.00 in the capital of the Company having the rights set out in the New Articles adopted on the same day as this resolution.
5. The 1 Ordinary Share of £1.00 each in the capital of the Company held by Gail Davidson be and is hereby re-designated as 1 E ordinary share of £1.00 in the capital of the Company having the rights set out in the New Articles adopted on the same day as this resolution.

D004\002\EH7510413.2

FRIDAY



S72SQMBD

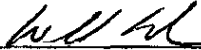
SCT

30/03/2018

#64

COMPANIES HOUSE

6. The regulations contained in the document attached hereto (the "**New Articles**"), be and are hereby approved and adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of the Company.



Davidson Brothers (Shotts) Limited
(acting by *William Davidson*, Director)

Date: *23 MARCH 2018*

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DAVIDSON BROTHERS (SHOTTS) LIMITED

Registered No. SC025270

Incorporated in Scotland on 7 April 1947

Adopted on 23 MARCH 2018

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DAVIDSON BROTHERS (SHOTTS) LIMITED

CONSTITUTION

1. The Company is a private company within the meaning of section 4(1) of the Companies Act 2006 (the "2006 Act") established subject to the provisions of the 2006 Act including any statutory modification or re-enactment thereof for the time being in force. The Regulations contained in The Model Form Articles for Private Companies Limited by Shares as set out in The Companies (Model Articles) Regulations 2008 (Statutory Instrument 2008 No. 3229) (the "Model Articles") with the exception of articles 8, 14, 17 to 20 (inclusive), 23, 26, 38, 41, 52 and 53 of the Model Articles, and of any other articles which are inconsistent with the additions and modifications hereinafter set forth shall apply to the Company.

SHARE CAPITAL

2. The issued share capital of the Company at the date of adoption of these Articles is £139,940 divided into 96,215 A ordinary shares of £1.00 each ("A shares"), 31,186 B ordinary shares of £1.00 each ("B Shares"), 12,537 C ordinary shares of £1.00 each ("C Shares"), 1 D ordinary share of £1.00 ("D Share") and 1 E ordinary share of £1.00 ("E Share") (together, "Ordinary Shares").
3. Any shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed and the Directors shall be authorised to determine the terms, conditions and manner of redemption of such shares.
4. Subject to the 2006 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 2006 Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:
 - (a) £15,000; and
 - (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.
5. Subject to the provisions of the 2006 Act and of every other statute for the time being in force concerning companies and affecting the Company and to any direction to the contrary that may be given by ordinary resolution of the Company, the Directors may offer, allot, issue, grant options or rights over or otherwise dispose of any shares in the Company to such persons, at such times and for such consideration and upon such terms and conditions and with such preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Directors may determine, but so that no shares shall be issued at a discount.

6. The Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. The Company shall however be entitled to register trustees as such in respect of any shares.

RIGHTS ATTACHING TO SHARES

7. The rights and restrictions attaching to the Ordinary Shares are as follows:
- 7.1. Subject to Article 7.2, Ordinary Shares shall rank *pari passu* in all respects and shall constitute one class of shares.

7.2. **Income**

Any profits which the Directors determine (acting in accordance with the Act) should be distributed in respect of any financial year shall be distributed to the holders of such class or classes of Ordinary Shares as the Directors may in their absolute discretion see fit (it being acknowledged by the members that distributions may be made to the holders of one or more classes of Ordinary Shares and not to others) *pro rata* in relation to the paid up amount upon each such share held.

7.3. **Capital**

The capital and assets of the Company on a winding up or other return of capital available for distribution to the members of the Company shall be distributed amongst the holders of the Ordinary Shares *pro rata* in relation to the paid up amount upon each such share held.

7.4. **Voting**

On a show of hands every holder of Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy (not being himself a member entitled to vote) shall have one vote and on a poll every member holding Ordinary Shares shall have one vote for every such share of which he is the holder.

LIEN

8. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person or in the name of any person jointly with another or others for all monies presently payable by him or any of them or his estate or their estates to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The provisions of this Article 13 shall not apply to any shares in the Company to the extent that they have been charged by way of security in favour of any Secured Party (as that term is defined in Article 15).

TRANSFER OF SHARES

9. The Directors shall refuse to register a transfer which has not been made pursuant to or is not permitted by Article 11 and may refuse to register a transfer:
 - 9.1. which is made pursuant to paragraph 11.3.8 or
 - 9.2. of a share on which the Company has a lien, or
 - 9.3. which has not been lodged at the office or at such other places as the Directors may appoint, accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, or
 - 9.4. which relates to more than one class of share, or
 - 9.5. which is in favour of more than four transferees.
- 9.6. Notwithstanding anything contained in these Articles 9.1 – 9.5:
 - 9.6.1. the directors shall not decline to register any transfers of share, nor may they suspend such registration, where such transfer:
 - (a) is to any Secured Party; or
 - (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
 - (c) is executed by a Secured Party whether pursuant to a power of sale under such security or otherwise;
 - (d) no transferor (or proposed transferor) of any shares in the Company to a Secured Party, shall be required to offer those shares transferred (or to be transferred) to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require that such shares be transferred to them whether for consideration or not.

For the purposes of this Article 9, "Secured Party" means any bank, financial institution, trust, fund or other entity or person to which a security interest has been granted over the shares in the Company, or any agent, security agent, nominee, receiver or other entity acting on its behalf.

- 9.7. Subject to such of the restrictions of these Articles as may be applicable, any member may transfer all or any of his shares in writing in any usual or common form or in any other form which the Directors may approve. The instrument of transfer shall be executed by or on behalf of the transferor and (except in the case of (i) fully paid shares and (ii) the subscriber shares) by or on behalf of the transferee and the transferor shall remain the

holder of the shares and as such a member of the Company until the name of the transferee is entered in the Register of Members in respect thereof.

RESTRICTIONS ON THE TRANSFER OF SHARES

10. For the purposes of these Articles the renunciation or negotiation of any temporary document of title to any share shall constitute a transfer.
11. Except in the case of a notice or transfer falling within Articles 27 and 28 of the Model Articles and subject to Article 11.7 no member or person shall be entitled to transfer or dispose of or grant any interest or right in any shares to any person without first offering the Company, and then every member of the Company holding Ordinary Shares (other than the offeror) the right to purchase the shares. Such offer shall be made by the giving of a transfer notice ("Transfer Notice") in accordance with the provisions of this Article 11, and the person giving such Transfer Notice is referred to in this Article as the "Proposing Transferor".
 - 11.1. Each Transfer Notice shall be given to the Directors in writing specifying the shares offered (the "Offered Shares") and the Proposing Transferor shall at the same time as giving the Transfer Notice deposit with the Directors the share certificate(s) in respect of the Offered Shares. Such notice (which shall be irrevocable, save as provided in this Article) shall constitute the Directors as the agents of the Proposing Transferor for the sale of the Offered Shares in accordance with but subject to the provisions of this Article. No Transfer Notice shall relate to more than one class of share.
 - 11.2. When the Directors have received a Transfer Notice they shall, if the price at which the Offered Share are to be sold has not been agreed between the Directors and the Proposing Transferor within the limit prescribed in Article 11.3.1 request the Auditors of the Company, or an independent firm of Chartered Accountants, to certify their determination of the Specified Price of the Offered Shares and as soon as they receive the certificate they shall deliver a certified true copy to the Proposing Transferor. Within seven days of receipt of said certified true copy, the Proposing Transferor shall be entitled, by notice in writing given to the Directors, to cancel the Transfer Notice and the authority conferred upon the Directors by Article 11. The cost of obtaining the certificate shall be borne by the Company unless the Proposing Transferor shall give notice of cancellation in which case he shall bear the cost.
 - 11.3. The following provisions shall apply to each and every Transfer Notice:
 - 11.3.1. The price at which the Offered Shares are to be sold shall be fixed by agreement between the Proposing Transferor and the Directors or, failing such agreement being reached within 30 days of the Transfer Notice having been given, shall be the Specified Price.
 - 11.3.2. Upon the price being fixed as aforesaid or (as the case so requires) on the expiry of the seven day period referred to in Article 11.2 without the Proposing Transferor having given notice of cancellation in accordance with Article 11.2 the Directors shall forthwith by notice in writing inform the Company of the number,

class and price of the Offered Shares and invite the Company to apply in writing to the Directors within 14 days of the date of the notice having been given for such number of the Offered Shares as the Company wishes to purchase (subject to compliance with the provisions of the Companies Acts).

- 11.3.3. In the event that at the end of the 14 day period referred to in Article 11.3.2 the Company has not applied to purchase all the Offered Shares, the Directors shall forthwith by notice in writing inform every member of the Company holding Ordinary Shares (other than the Proposing Transferor) of the number, class and price of the Offered Shares not being purchased by the Company (the "Available Offered Shares") and invite each such member to apply in writing to the Directors within 30 days of the date of the notice having been given to the members for such maximum number of Available Offered Shares (being all or any thereof) as he shall specify in such application.
- 11.3.4. If such members apply for all the Available Offered Shares the Directors shall allocate them to and amongst the applicants in accordance with their applications, but in the case of competition pro rata according to the number of Ordinary Shares held by them provided that no applicant shall be obliged to take more than the maximum number of shares specified by him; and the Directors shall forthwith give notice in writing of such allocations to the Proposing Transferor and to the applicants.
- 11.3.5. If such members do not apply for all the Available Offered Shares the Directors shall allocate to and amongst the applicants for the Available Offered Shares the number of the Available Offered Shares applied for by them respectively, and the Directors shall give notice in writing of such allocations to the Proposing Transferor and to the applicants.
- 11.3.6. Any application for shares made by a member to the Directors pursuant to this Article 11.3 shall constitute an irrevocable obligation to purchase all or any of the shares specified in such application at the price per share stated in the invitation by the Directors to submit such application.
- 11.3.7. Completion of any sale or transfer of shares of the Company to be effected in terms of the foregoing provisions of this Article 11 shall take place at the registered office of the Company or such other place as may be agreed between the parties thereto, and no later than 15 days after the giving of a notice of allocation by the Directors pursuant to Articles 11.3.4 and 11.3.5 or, in the event that all the Offered Shares are being purchased by the Company, within 15 days after receipt by the Directors of a written application from the Company to purchase all the Offered Shares pursuant to Article 11.3.2.
- 11.3.8. If any shares comprised in a Transfer Notice which has not been cancelled in accordance with Article 11.2 do not fall to be sold to the Company or allocated in accordance with Articles 11.3.4 and 11.3.5 such shares may within three months of the expiration of the period 30 days described in Article 11.3.3. be transferred

to any person by the Proposing Transferor, subject to Article 9, provided that the price per share payable in respect of said transfers shall not be less than the price per share fixed in accordance with Article 11.3.1.

- 11.4. If the Proposing Transferor makes default in selling or transferring any shares which he has become obliged to sell under any provision of Article 11 the Company may receive the purchase money in trust for the Proposing Transferor who shall be deemed to have appointed the Secretary of the Company (or if there is no Secretary, a Director of the Company) to execute a transfer of such shares in favour of the applicant or, in the case of a sale of shares to the Company, to execute such documentation as may be required to complete such sale.
- 11.5. If a member or person entitled to transfer a share in the Company at any time attempts to deal with or dispose of the share or any interest otherwise than in accordance with or as permitted by the foregoing provisions of Article 11, he shall be deemed immediately prior to such an attempt to have given a Transfer Notice in respect of such share and the foregoing provisions of Article 11 shall apply provided that:
- (a) the time limit for agreement of the price at which the Offered Shares are to be sold shall be 30 days from the time the Directors became aware of such attempt; and
 - (b) the Proposing Transferor shall have no right of cancellation in accordance with Article 11.2.
- 11.6. For the purposes of Article 11.2 "Specified Price" shall mean the price equal to the market value of the shares as determined by the auditors of the company for the time being (or in the event of their being unwilling or unable to do so, an independent firm of Chartered Accountants nominated by the Directors) provided the auditors, or as the case may require, the independent firm of Chartered Accountants, in determining the market value of the shares, shall make such adjustments as they consider necessary having regard to the size of the holding when compared to the whole of the issued share capital (and in particular the fact that such shares comprise a minority of majority holding) and the rights and restrictions attached to each class and the size of the holding when compared to the whole of the issued share capital comprised in each class.
- 11.7. Any transfer may be made with the sanction of a special resolution of the shareholders or with the prior written consent of the members of the Company holding at least 75% of the issued Ordinary Shares in the Company for the time being and the foregoing provisions of Article 11 shall not apply to such a transfer.

GENERAL MEETINGS

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two members present in person or by proxy or, if corporations, by representatives duly authorised shall be a quorum provided that at any time when the

Company has only one member, one member present in person or by proxy or, if a corporation, by a representative duly authorised shall be a quorum.

13. If a quorum is not present within half an hour of the time appointed for a general meeting the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall stand adjourned to such day and at such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
14. A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy or, if a corporation, by any representative duly authorised and entitled to vote.
15. No resolution not previously approved by the Directors shall be moved by any member other than a Director at a general meeting unless the member intending to move the same shall have left a copy thereof with his name and address at the Registered Office of the Company three clear days prior to such meeting.
16. A notice of every general meeting shall be given to every member whether or not he shall have supplied to the Company an address within the United Kingdom for the giving of notices.

DIRECTORS

17. Unless and until otherwise determined by ordinary resolution of the Company, the minimum number of Directors shall be one and there shall be no maximum number. A sole director shall have all the power and authority vested in "the Directors" in terms of these Articles of Association. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two (unless there is a sole director, in which case the quorum shall be one). A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum.
18. A Director shall not be required to hold shares of the Company in order to qualify for office as a Director, but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company or of any class of members of the Company.
19. A Director who is in any way, whether directly or indirectly, interested in an actual or proposed transaction or arrangement with the Company shall declare the nature and extent of his interest at a meeting of the Directors in accordance with section 177 and/or section 182 of the 2006 Act. Subject to such disclosure as aforesaid a Director may vote in respect of any contract or proposed contract or arrangement in which he is interested and if he does so vote his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any such contract or proposed contract or arrangement shall come before the Directors for consideration and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. For the purposes of this Article:

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
- 20. In respect of any situation in which a Director has, or may have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, the Directors may authorise the matter, on such terms as they may determine, provided that:
 - (a) the Director has declared the full nature and extent of the situation to the Directors; and
 - (b) it is proposed (either by the Director in question or another) that the Directors authorise the matter and upon the resolution to do so the requirement for the quorum is met without counting the Director in question and the resolution was agreed to without such Director voting or would have been agreed to if that conflicted Director's vote had not been counted.
- 21. Any terms determined by the Directors under article 25 may be imposed at the time of authorisation or may be imposed subsequently and may include (without limitation):
 - (a) the exclusion of the interested Director in question from all information and discussion by the Company of the situation in question; and
 - (b) (without prejudice to the general obligations of confidentiality) the application to the interested Director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the situation in question.
- 22. Any authorisation given by the Directors under article 25 may provide that, where the interested Director obtains (other than through this position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.
- 23. At the end of Article 7 Schedule 1 of Companies (Model Articles) Regulations 2008, there shall be inserted the following: "However, for so long as William Melville Davidson is a director of the Company and holds over 30% of the issued equity share capital of the Company, then he shall have one vote for each director (including) himself present at such meeting."
- 24. The Directors may dispense with the keeping of attendance records for meetings of the Directors or committees of the Directors. Regulation 15 of the Model Articles shall be modified accordingly.

25. The office of a Director shall be vacated:
- (a) if he becomes bankrupt or suspends payment of or compounds with his creditors;
 - (b) if he becomes of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise incapax;
 - (c) if (not being a Director holding executive office as such for a fixed term) by notice in writing to the Company he resigns his office;
 - (d) if he is prohibited by law from being a Director or ceases to be a Director by virtue of the 2006 Act or any statutory modification or re-enactment thereof;
 - (e) if he is removed from office: (i) by notice in writing signed by all his Co-Directors; or (ii) by ordinary resolution of the Company's shareholders and served upon him; and/or
 - (f) if he shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period and a majority of the other Directors resolve that his office be vacated.
26. The Directors shall have power at any time, and from time to time to appoint any person to be a Director of the Company either to fill a casual vacancy or as an addition to the existing Directors.
27. The ordinary remuneration (if any) of the Directors shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree or, failing agreement, equally except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for such proportion of remuneration as relates to the period during which he has held office. The Directors may repay to any Director all such reasonable expenses as he may properly incur in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings of the Company or any class of members of the Company or otherwise in or about the business of the Company. In the event of any Director necessarily performing or rendering any special duties or services to the Company outside his ordinary duties as a Director the Directors may, if so authorised by an ordinary resolution of the Company, pay such Director special remuneration and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged.
28. The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Deputy or Assistant Managing Director, Manager or any other salaried office) for such period and on such terms and conditions as they shall think fit, and subject to the terms and conditions of any agreement entered into in any particular case, may revoke such appointment. Subject to the terms and conditions of any such agreement the appointment of any Director to such office shall terminate if he ceases from any cause to be a Director.

29. A Managing Director, Deputy or Assistant Managing Director, Manager or other executive officer shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the Directors may determine.
30. The Directors on behalf of the Company and without the approval of any resolution of the Company may establish, maintain, participate in and contribute to, or procure the establishment and maintenance of, participation in and contribution to, any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of any persons (including Directors, former Directors, officers and former officers) who are or shall have been at any time in the employment or service of the Company or of any company which at the time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company (as defined in section 1159 of the 2006 Act) or otherwise associated with the Company or of the predecessors of the Company in business or of any such other company as aforesaid, or for the benefit of the relations, wives, widows, families, connections or dependants of any such persons or for the benefit of any other persons whose service or services have directly or indirectly been of benefit to the Company and their relations, connections or dependants, and the Directors on behalf of the Company and without the approval of any resolution of the Company may grant or procure the grant of donations, gratuities, pensions, allowances, including allowances on death, or other payments or benefits of any kind to any of such persons as aforesaid; and the Directors on behalf of the Company and without the approval of any resolution of the Company may establish, subsidise, subscribe to or support institutions, associations, clubs, schools, funds or trusts calculated or considered to be for the benefit of any of such persons or otherwise for the advancement of the interests and well-being of the Company or of any such other company or its members; and the Directors on behalf of the Company and without the approval of any resolution of the Company may make payments for or towards the insurance of any of such persons. Any such Director or ex-Director may participate in and retain for his own benefit any such donation, gratuity, pension, allowance, payment or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a Director of the Company.
31. The Directors on behalf of the Company and without the approval of any resolution of the Company may establish and contribute to any employees' share scheme (within the meaning of section 1166 of the 2006 Act) for the purchase or subscription by trustees of shares of the Company or of a holding company of the Company and may lend money to the Company's employees to enable them to purchase or subscribe for shares of the Company or of a holding company of the Company; and may establish and maintain any option or incentive scheme whereby selected employees (including salaried Directors and officers) of the Company are given the opportunity of acquiring shares in the capital of the Company; and may formulate and carry into effect any scheme for sharing the profits of the Company with its employees (including salaried Directors and officers) or any of them. Any Director may participate in and retain for his own benefit any such shares, profit or

other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a Director of the Company.

32. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the same form, each signed by one or more of the Directors.
33. All or any of the Directors or any committee of the Directors may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided two or more Directors are participating as aforesaid such meeting shall be quorate and subject to the provisions of these Articles the meeting shall constitute a meeting of the Directors or a committee of the Directors as the case may be. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a 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 then is. The word "meeting" in these Articles shall be construed accordingly.

BORROWING AND OTHER POWERS

34. The Directors may exercise all the powers of the Company without limit as to amount to borrow and raise money and to accept money on deposit and to grant any security, mortgage, charge or discharge as they may consider fit for any debt or obligation of the Company or which is binding on the Company in any manner or way in which the Company is empowered so to grant and similarly as they may consider fit to enter into any guarantee, contract of indemnity or suretyship in any manner or way in which the Company is empowered so to enter into.

ALTERNATE DIRECTORS

35. Any Director may at any time by writing under his hand and deposited at the Registered Office, or delivered at a meeting of the Directors, appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. If such alternate Director is not another Director, such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.
36. The appointment of an alternate Director shall terminate on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director (retirement at any general meeting at which the Director is re-elected being for such purpose disregarded).
37. An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to perform all the functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as

if he were a Director. An alternate Director's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). An alternate Director shall not (save as aforesaid) have power to act as a Director or be deemed to be a Director for the purposes of these Articles.

38. An alternate Director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

INDEMNITY

39. Without prejudice to any other indemnity which may from time to time be applicable, a relevant officer of the Company or an associated company shall be indemnified out of the Company's assets against:

- (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that officer in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act); and
- (c) any other liability incurred by that officer as an officer of the Company or an associated company,

provided always that this article does not authorise any indemnity which would be prohibited or rendered void by any provision of the 2006 Act or by any other provision of law.

In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "**relevant officer**" means any Director, former Director, company secretary or former company secretary or other officer of the Company or an associated company (but not its auditor).

INSURANCE

40. 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.

In this article:

- (a) a **"relevant officer"** means any Director or former Director, company secretary or former company secretary of the Company or an associated company, any other officer or employee or former officer or employee of the Company (but not its auditor) or any trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act) for the purposes of an employees' share scheme of the Company or an associated company; and
- (b) a **"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 (within the meaning of article 41) or any pension fund or employees' share scheme of the Company or associated company.