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COMPANIES ACT 2006

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PUBLIC COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

-OF-

SUPERMARKET INCOME REIT PLC

MACFARLANES

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London EC4A 1LT

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# COMPANIES ACT 2006

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## PUBLIC COMPANY LIMITED BY SHARES

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### ARTICLES OF ASSOCIATION

- OF -

### SUPERMARKET INCOME REIT PLC

(the “Company”)

(Adopted by special resolution passed on 24 November 2021)

#### 1 Exclusion of Model Articles

The model articles of association for public companies contained in Schedule 3 to The Companies (Model Articles) Regulations 2008 shall not apply to the Company.

#### 2 Definitions and interpretation

##### 2.1 In these Articles, if not inconsistent with the subject or context in which they appear or a specific provision of the Articles, the following words shall have the following meanings:

the **Act**: the Companies Act 2006;

**Administrator**: the administrator of the Company as appointed by the Directors from time to time;

**Admission Date**: the date on which the Company’s ordinary share capital is first admitted to trading on the Specialist Fund Segment of London Stock Exchange plc;

**Articles**: these articles of association, as altered from time to time, and “**Article**” shall be construed accordingly;

**Auditors**: the auditors of the Company from time to time;

**cash memorandum account**: an account so designated by the operator of the relevant system;

**certificated share**: a share which is not an uncertificated share and references in these Articles to a share being held in certificated form shall be construed accordingly;

**Chairman**: the chairman elected in accordance with Article 43;

**class meeting**: has the meaning given to it in Article 11.1;

**clear days**: in relation to a period of a notice or otherwise means that period excluding the day when the notice or other document is deemed to be received (or, if earlier, received) and the day of the meeting;

**Conflict Situation**: a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself,

including a situation in which a Director has, or can have, a conflict of interest and duty or a conflict of duties but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest;

**Continuation Resolution:** has the meaning given to it in Article 93;

**Directors:** the directors of the Company from time to time (or where applicable the directors of the Company present or deemed present at a meeting of the directors of the Company at which a quorum is present);

**FCA:** the UK Financial Conduct Authority (or any successor regulatory organisation);

**Group:** the Company and its subsidiary undertakings from time to time (and “**member of the Group**” means each and any of them);

**hybrid meeting:** a general meeting held and conducted by both physical attendance by members and/or proxies at a particular place and by members and/or proxies also being able to attend and participate by electronic means without needing to be in physical attendance at that place;

**interest in shares:** has the meaning given to it in ss.820-825 of the Act;

**Member:** a registered holder(s) of shares, whether in certificated or uncertificated form;

**month:** a calendar month;

**NAV or Net Asset Value:** the value of the assets of the Company less its liabilities, or, where relevant, the assets attributable to a class of share less the liabilities attributable to that class of share, in each case determined (by the Directors in their absolute discretion) in accordance with the accounting principles adopted by the Company from time to time;

**Non-Qualified Holder:** any person whose ownership of shares may:

(a) cause the Company's assets to be deemed “plan assets” for the purposes of the Plan Asset Regulations or the U.S. Code;

(b) cause the Company to be required to register as an “investment company” under the U.S. Investment Company Act;

(c) cause the Company or any of its securities to be required to register under the U.S. Exchange Act, the U.S. Securities Act or any similar legislation;

(d) cause the Company not to be considered a “foreign private issuer” as such term is defined in rule 3b-4(c) under the U.S. Exchange Act;

(e) cause Atrato Capital Limited to be required to register as a municipal advisor under the U.S. Exchange Act;

(f) result in the Company being disqualified from issuing securities pursuant to Rule 506 of Regulation D under the U.S. Securities Act;

(g) result in a person holding ordinary shares (for the purposes of this definition of Non-Qualified Holder, an ordinary share being defined as an ordinary share of no par value in the capital of the Company issued and designated as an ordinary share of such class as may be determined by the Directors at the time of issue) in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time; or

(h) cause the Company to:

- i. be a “controlled foreign corporation” for the purposes of Section 957 of the U.S. Code; or

ii. suffer any pecuniary or tax disadvantage,

and (for the avoidance of doubt) includes or any person who is deemed to be a Non-Qualified Holder pursuant to Article 15.12;

the **office**: the registered office of the Company from time to time;

**officer**: a Director, the Secretary or a manager of the Company, but not the Auditors;

**Operator**: Euroclear UK and Ireland Limited or such other person as may for the time being be approved by HM Treasury as Operator under the uncertificated securities rules;

**paid up**: paid up or credited as paid up;

**participating class**: a class of shares title to which is permitted by the Operator to be transferred by means of a relevant system;

**Plan Asset Regulations**: the regulations promulgated by the United States Department of Labor at 29 CFR 2510.3-101, as modified by section 3(42) of ERISA;

**Proposals**: has the meaning given to it in Article 93;

**record date**: has the meaning given to it in Article 79.1;

**register**: the register of Members required to be kept by the Company by the Statutes;

**relevant system**: a computer based system, and procedures, enabling title to shares to be evidenced and transferred without a written instrument, pursuant to the uncertificated securities rules;

**Rules**: the rules, including any manuals, issued from time to time by an Operator governing the admission of securities to and the operation of the relevant system managed by such an Operator;

**seal**: the common seal of the Company and, as appropriate, any official seal kept by the Company by virtue of the Statutes;

**Secretary**: the secretary of the Company or, if there are joint secretaries, any of the joint secretaries, and includes an assistant, deputy or temporary secretary and any person appointed by the Directors to perform any of the duties of the Secretary of the Company;

**share**: a share in the capital of the Company, whether held in certificated or uncertificated form;

**Statutes**: the Act, every statutory modification or re-enactment of that act from time to time in force and every other act or statutory instrument from time to time in force concerning limited companies and affecting the Company;

**UK REIT**: UK real estate investment trust

**Uncertificated Proxy Instruction**: a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system and received by such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system);

**uncertificated securities rules**: any provision of the Statutes relating to the holding, evidencing of title to, or transfer of uncertificated shares and any legislation, rules or other arrangements made under or by virtue of such provision;

**uncertificated share:** a share of a class which is at the relevant time a participating class, title to which is recorded on the register as being held in uncertificated form and references in these Articles to a share being held in uncertificated form shall be construed accordingly;

**United Kingdom:** the United Kingdom of Great Britain and Northern Ireland;

**U.S. Code:** the United States Internal Revenue Code of 1986, as modified and amended;

**U.S. Exchange Act:** the United States Securities Exchange Act of 1934, as modified and amended;

**U.S. Investment Company Act:** the United States Investment Company Act of 1940, as modified and amended;

**U.S. Securities Act:** the United States Securities Act of 1933, as modified and amended; and

**year:** a calendar year.

2.2 In these Articles, if not inconsistent with the context:

2.2.1 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;

2.2.2 references to issued shares of any class (whether of the Company or of any other company) shall not include any shares of that class held as treasury shares;

2.2.3 without prejudice to Article 2.2.16, references to “**electronic means**”, “**electronic form**” and “**hard copy**” shall be construed in accordance with the Act;

2.2.4 references to an “**address**” in relation to a communication in electronic form includes any number or address used for the purpose of such communication;

2.2.5 any reference to a conflict of interest includes a conflict of interest and duty and a conflict of duties;

2.2.6 any notice, consent, approval or other document or information required to be given in writing may be given in writing in hard copy form or electronic form, save where expressly provided otherwise in these Articles or by the Statutes;

2.2.7 references to any notice, consent, approval or other document or information being “signed” or to a “signature” include references to its being executed under hand or under seal or by any other method and, in the case of any such communication in electronic form, such references are to its being authenticated as specified in the Statutes;

2.2.8 references to “writing” include references to any method of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or otherwise and “writing” shall be construed accordingly;

2.2.9 for the purposes of Articles 13.3 and 81 to 86, references to a document include a notice;

2.2.10 references to a “**recognised investment exchange**” shall have the meaning attributed to it by the Financial Services and Markets Act 2000;

- 2.2.11 a reference to a person being “**connected**” with another shall have the meaning attributed to it by s.252 of the Act;
  - 2.2.12 use of any gender includes the other genders;
  - 2.2.13 words in the singular shall include the plural;
  - 2.2.14 references to persons shall include natural persons, companies and unincorporated associations;
  - 2.2.15 references to amounts being (or having been) paid in respect of a share shall include references to amounts credited as paid;
  - 2.2.16 words or expressions which are not defined in these Articles but which are defined in the Statutes shall bear the same meaning in these Articles (but excluding any modification of the Statutes not in force at the date of the adoption of these Articles) save that the word “**company**” shall include any body corporate; and
  - 2.2.17 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.3 In these Articles, save as expressly provided otherwise:
- 2.3.1 any reference to any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before, on, or after the date of adoption of these Articles;
  - 2.3.2 any reference to any legislation including to any statute, statutory provision or subordinate legislation (“**Legislation**”) includes a reference to that Legislation as from time to time amended or re-enacted, whether before, on, or after the date of adoption of these Articles;
  - 2.3.3 any reference to re-enactment includes consolidation and rewriting, in each case whether with or without modification.
- 2.4 In these Articles:
- 2.4.1 powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them;
  - 2.4.2 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
  - 2.4.3 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 from time to time authorised to exercise it under these Articles or under another delegation of the power.

### 3 **Limited liability**

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

### 4 **Company name**

The name of the Company may be changed by resolution of the Directors.



## **5 Share rights**

Without prejudice to any special rights conferred on the holders of any existing shares or of any class of shares (which rights may only be varied or abrogated in accordance with Article 11), any shares in the Company may be issued with or have attached to them such rights or restrictions as the Company may from time to time determine by ordinary resolution or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Directors may determine. Such rights and restrictions shall apply to the relevant shares as if the same were set out in these Articles.

## **6 Power to issue redeemable shares and purchase own shares; treasury shares**

6.1 Subject to the Statutes and to any rights conferred on the holders of any existing shares or of any class of shares, any shares may be issued on terms that they are to be redeemed, or may be redeemed at the option of the Company or the Member, on such terms and conditions and in such manner as the Directors may from time to time determine. Such terms and conditions shall apply to the relevant shares as if the same were set out in these Articles.

6.2 Notwithstanding anything contained in these Articles, but subject to any rights specifically conferred on the holders of any class of shares from time to time, the rights attached to any class of shares shall be deemed not to be varied or abrogated by anything done by the Company pursuant to this Article 6.

## **7 Issue of new shares**

7.1 The Company has the power to offer, allot (with or without conferring rights of renunciation), issue, grant options over or otherwise deal with or dispose of shares in the capital of the Company and to grant rights to subscribe for, or to convert any security into, shares in the capital of the Company to such persons, at such times and upon such terms as the Directors may decide. That power shall, subject to these Articles, the Statutes and any relevant resolution of the Company passed in general meeting, be exercisable by the Directors.

7.2 The Directors may at any time after the allotment of any share but before any person has been entered in the register as the holder of it:

7.2.1 recognise a renunciation of that share by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation; and/or

7.2.2 allow the rights represented thereby to be one or more participating securities;

in each case, upon and subject to such terms and conditions as the Directors may think fit.

## **8 Underwriting commission and brokerage**

The Company may, in connection with the issue of shares or the sale for cash of treasury shares, exercise all powers of paying commission and brokerage conferred or permitted by the Statutes to the full extent permitted by the Statutes and may, at the Directors' discretion, satisfy any obligation to pay commission or brokerage by the payment of cash or wholly or in part by the issue of shares or other securities credited as fully paid.

## **9 Sub-division**

Any resolution authorising the Company to sub-divide its shares or any of them may determine that, as between the shares resulting from the sub-division, any of them may have any preference, advantage or deferred or other right or be subject to any restriction as compared with the others.

## 10 Fractions of shares

- 10.1 If on any consolidation (or any consolidation and sub-division, or sub-division) of shares any Members would become entitled to any fractions of a share, the Directors may deal with the fractions in any manner they think fit. In particular, the Directors may, subject to the Statutes, sell all or any of such fractions to any person, including the Company, and distribute the net proceeds among the Members entitled to such fractions in due proportion (except that if the amount due to a person is less than £5 (five pounds), or such sum as the Directors may decide, the sum may be retained for the benefit of the Company. The Directors may arrange for any shares representing fractions to be entered into the register as certificated shares if they consider that this makes it easier to sell them. In giving effect to any such sales, the Directors may, subject to the Statutes, authorise some person to transfer the shares sold to the purchaser of those shares and the purchaser shall be registered as the holder of the shares comprised in any such transfer and shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
- 10.2 The Directors may, subject to the Statutes, issue to a Member credited as fully paid up by way of capitalisation, the minimum number of shares required to round up his holdings of shares to a number which, following consolidation and sub-division, or sub-division leaves a whole number of shares (such issue being deemed to have been effected immediately before consolidation or sub-division as the case may be). The amount required to pay up those shares may be capitalised as the Directors think fit out of amounts standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the Directors capitalising part of the reserves has the same effect as if the capitalisation had been declared by ordinary resolution by the Company under Article 77. In relation to the capitalisation, the Directors may exercise all the powers confirmed on them by Article 77 without an ordinary resolution of the Company.

## 11 Variation of class rights

- 11.1 If at any time there are different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Statutes conferring a right to object to variation, (and whether or not the Company is being wound up), be varied or abrogated in such manner (if any) as is provided by those rights, or with the consent in writing of the holders of three quarters of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class (a "**class meeting**"), but not otherwise.
- 11.2 Section 334 of the Act and the provisions of these Articles relating to general meetings shall, with necessary modifications, apply to every class meeting, but so that:
- 11.2.1 the conditions referred to in section 307A(1)(a) of the Act for holding general meetings on at least 14 clear days' notice are not required to be met by the Company in respect of any such meeting; and
- 11.2.2 any holder of shares of the class in question present in person or by proxy may demand a poll.
- 11.3 This Article 11 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class, the special rights of which were to be varied or abrogated.
- 11.4 The Directors may convene a class meeting whenever they think fit and whether or not the business to be transacted involves a variation or abrogation of rights. For the avoidance of doubt, s.334 of the Act and the provisions of these Articles relating to general meetings shall apply, with necessary modifications, and subject as set out in Article 11.2, to any separate

meeting of the holders of shares of a class held otherwise than in connection with the variation or abrogation of the rights attached to shares of that class.

- 11.5 The rights attached to any class of shares shall not (unless otherwise provided by the rights attached to the shares of that class) be deemed to be varied by the creation or issue of further shares ranking in some or all respects *pari passu* with them (but in no respect in priority to them) or by the purchase or redemption by the Company of any of its own shares.

## 12 **Share certificates**

- 12.1 Every Member (except a person in respect of whom the Company is not by law required to issue a certificate) whose name is entered in the register as a holder of any certificated shares shall be entitled, without payment, to receive within the time limits prescribed by the Statutes (unless the terms of issue prescribe otherwise) one certificate in hard copy form for all the shares registered in his name or, if shares of more than one class are registered in his name, to a separate certificate for each class of shares so registered. Every certificate shall specify the number and class of shares in respect of which it is issued, the distinctive numbers, if any, of such shares and the amounts paid up on them respectively.

- 12.2 Every certificate for shares or any other form of security shall be executed by the Company in such manner as the Directors may authorise having regard to the terms of issue and the requirements of the FCA and any recognised investment exchange on which the Company's shares are dealt or traded. The Directors may determine that the signatures of one or more of the Directors or of the Secretary may be affixed to such certificates by mechanical, electronic or other means or may be printed on them, or that the certificate need not be signed by any person. No certificate shall be issued representing shares of more than one class.

- 12.3 Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate for the balance of the shares issued in lieu without charge.

- 12.4 Subject to Article 12.5:

12.4.1 if any Member requires additional certificates, he shall pay for each additional certificate such reasonable out-of-pocket expenses as the Directors determine;

12.4.2 if a Member holding two or more certificates in respect of his shareholding requires the cancellation of any of those certificates, and the issue of one or more replacement certificates comprising different numbers of shares, he shall pay for each replacement certificate such reasonable out-of-pocket expenses as the Directors determine.

- 12.5 If any certificate is defaced, worn-out, lost or destroyed, a new certificate shall be issued without charge (other than exceptional out-of-pocket expenses) and the person requiring the new certificate shall first surrender the defaced or worn-out certificate or give such evidence of the loss or destruction of the certificate and such indemnity to the Company as the Directors may determine. The Directors may require the payment of any exceptional out-of-pocket expenses of the Company incurred in connection with the issue of any certificates under this Article. Any one of two or more joint holders may request a replacement certificate under this Article.

- 12.6 Every certificate sent in accordance with these Articles, will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or destroyed in the course of delivery.

## 13 **Joint holders of shares**

- 13.1 Where two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefit of survivorship save that:

- 13.1.1 the maximum number of persons who may be registered as joint holders of any shares is four; and
- 13.1.2 the joint holders of any share shall be liable, severally as well as jointly, in respect of all payments which are to be made in respect of such share.
- 13.2 Any one of joint holders may give valid receipts for any dividend, bonus, return of capital or other money payable in respect of a share to the joint holders.
- 13.3 In the case of a certificated share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to any one of the joint holders shall be sufficient delivery to all.
- 13.4 Any document or information may be sent or supplied to any one of the joint holders. Any document or information sent or supplied to any such person shall be deemed to be sent or supplied to all the joint holders.
- 13.5 Any one of the joint holders of any share from time to time conferring a right to vote may vote either personally or by proxy at any meeting in respect of such share as if he were the sole holder, provided that if more than one of joint holders is present at any meeting, either personally or by proxy, the person whose name stands first in the register as one of such holders, and no other, shall be entitled to vote in respect of the share.
- 13.6 Anything to be agreed or specified by the holder of any share may, save where expressly stated otherwise in a document or information relating to the matter in question, be validly agreed or specified by any one of the joint holders and the agreement or specification of the person whose name stands first in the register shall be accepted to the exclusion of that of the other joint holders. Schedule 5, Part 6, para 16(2) of the Act shall apply accordingly.

#### 14 **Trusts not recognised**

Save as required by a court of competent jurisdiction or by law or as provided in these Articles, the Company shall be entitled to treat the person whose name appears upon the register in respect of any share as the absolute owner of that share, and shall not be under any obligation to recognise any trust or equity or equitable claim to, or interest or partial interest in, or other rights in respect of, such share, whether or not it shall have express or other notice of any such interest.

#### 15 **Disclosure of interests in shares**

- 15.1 In this Article 15, unless inconsistent with the context, the following words shall have the following meanings:
  - 15.1.1 **s.793 notice:** a notice given by or on behalf of the Company requiring disclosure of interests in shares pursuant to s.793 of the Act;
  - 15.1.2 **restrictions:** one or more, as the case may be, of the restrictions referred to in Article 15.3;
  - 15.1.3 **interested:** has the meaning ascribed to it by ss.820-825 of the Act and so that a person other than the Member holding a share shall be treated as appearing to be interested in the share if the Member has informed the Company that the person is, or may be, so interested, or if the Directors (after taking account of any information obtained from the Member or, pursuant to a s.793 notice, from any other person) know or have reasonable cause to believe that the person is, or may be, so interested;
  - 15.1.4 **market transfer:** in relation to any share, a transfer pursuant to:

- 15.1.4.1 a sale of the share on a recognised investment exchange or on any stock exchange outside the United Kingdom on which shares of that class are listed or normally traded;
  - 15.1.4.2 a sale of the whole beneficial interest in the share to a person whom the Directors are satisfied is unconnected with the existing holder or with any other person appearing to be interested in the share; or
  - 15.1.4.3 an acceptance of a takeover offer (as defined in s.974 of the Act) which relates to the share.
- 15.2 If a Member or any person appearing to be interested in any share has been given a s.793 notice and, in respect of any share specified in the notice (a "default share"), has been in default for a period of 14 days after the s.793 notice has been given in supplying to the Company the information required by the notice, the restrictions referred to below shall apply. Those restrictions shall continue for such period as the Directors may specify, but shall end not more than seven days after the earlier of:
  - 15.2.1 the Company being notified that the default shares have been sold pursuant to a market transfer (but only in respect of the shares transferred); or
  - 15.2.2 due compliance, to the satisfaction of the Directors, with the s.793 notice.
- 15.3 The restrictions referred to above are as follows:
  - 15.3.1 if the default shares in which any one person is interested or appears to the Company to be interested represent less than 0.25 per cent of the issued shares of the relevant class (calculated exclusive of treasury shares), the Member holding the default shares shall not be entitled, in respect of those shares, to attend or to vote, either personally, by representative or by proxy, at any general meeting of the Company;
  - 15.3.2 if the default shares in which any one person is interested or appears to the Company to be interested represent at least 0.25 per cent of the issued shares of the relevant class (calculated exclusive of treasury shares), the Member holding the default shares shall not be entitled, in respect of those shares:
    - 15.3.2.1 to attend or to vote, either personally, by representative or by proxy, at any general meeting of the Company, whether on a poll or otherwise, or to exercise any other right conferred by membership in relation to general meetings;
    - 15.3.2.2 to receive any dividend (including shares in lieu of a dividend) or other distribution or other moneys payable in respect of those shares; or
    - 15.3.2.3 to transfer or agree to transfer any of those shares or any rights in them.
- 15.4 For the purposes of ensuring that Article 15.3.2.3 can apply to all shares held by a Member, the Directors may give notice to the relevant Member requiring the Member to change any default shares held in uncertificated form to certificated form by the time stated in the notice and to keep them in certificated form for so long as the Directors require. The notice may also state that the Member may not change any default shares held in certificated form to uncertificated form. If the Member does not comply with the notice, the Directors may, in accordance with the uncertificated securities rules, issue a written notification to the Operator requiring conversion into certificated form of any default share held by the member in uncertificated form.

- 15.5 The restrictions in Articles 15.3.1 and 15.3.2 shall not prejudice the right of either the Member holding the default shares or, if different, any person having a power of sale over those shares to sell or agree to sell those shares under a market transfer.
- 15.6 If any dividend or other distribution is withheld under Article 15.3.2.2, the Member shall be entitled to receive it as soon as practicable after the restrictions cease to apply. The Member shall not be entitled to interest during the intervening period.
- 15.7 Where a s.793 notice has been given to a person appearing to be interested in a share, the Directors shall at the same time send a copy of the notice to the Member, but the accidental omission to do so, or the non-receipt by the Member of the copy, shall not invalidate or otherwise affect the application the notice.
- 15.8 The Directors shall not be liable to any person as a result of having imposed restrictions or having failed to determine that such restrictions shall cease to apply if the Directors acted in good faith.
- 15.9 Shares issued in right of default shares in respect of which a Member is from time to time subject to restrictions under this Article shall on issue become subject to the same restrictions whilst held by that Member as the default shares in right of which they are issued. For this purpose, shares which the Company offers or procures to be offered to shareholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain Members by reason of legal or practical problems associated with offering shares outside the United Kingdom) shall be treated as shares issued in right of default shares.
- 15.10 The Directors shall at all times have the right, at their discretion, to suspend, in whole or in part, any restrictions arising pursuant to this Article either permanently or for a given period and to pay to a trustee any dividend payable in respect of any default shares or in respect of any shares issued in right of default shares. Notice of suspension, specifying the restriction suspended and the period of suspension shall be given to the relevant Member in writing within seven days after any decision to implement such a suspension.
- 15.11 The provisions of this Article are without prejudice to, and shall not affect, the right of the Company to apply any of the provisions referred to in Part 22 of the Act. In particular, this Article is in addition to, and shall not in any way prejudice or affect, the statutory rights of the Company arising from the failure by any person to give any information required by a s.793 notice within the time specified in it. For the purpose of this Article, a s.793 notice need not specify the period of 14 days referred to in Article 15.2 and may require any information to be given before the expiry of that 14 day period.
- 15.12 The Directors may serve notice on any Member requiring that Member promptly to provide the Company with any information, representations, certificates or forms relating to such Member (or its direct or indirect owners or account holders) that the Directors determine from time to time are necessary or appropriate for the Company to:
- 15.12.1 satisfy any account or payee identification, documentation or other diligence requirements and any reporting requirements imposed under:
- 15.12.1.1 Sections 1471 through 1474 of the U.S. Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Code, or any US or non-US fiscal or regulatory legislation, rules, guidance notes or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementations of such Sections of the U.S. Code or analogous provisions of non-US law ("**FATCA**"); and/or
- 15.12.1.2 the requirements of any similar laws or regulations to which the Company may be subject enacted from time to time by any other jurisdiction, including the United Kingdom's International

Tax Compliance Regulations 2015 (SI 2015/878) (15.12.1.1 and 15.12.1.2 being collectively “**Similar Laws**”);

or

- 15.12.2 avoid or reduce any tax otherwise imposed by FATCA or Similar Laws (including any withholding upon any payments to such Member by the Company); or
- 15.12.3 permit the Company to enter into, comply with, or prevent a default under or termination of, an agreement of the type described in section 1471(b) of the U.S. Code or under Similar Laws.

If any Member (a “**Defaulting Member**”) is in default of supplying to the Company the information referred to above within the prescribed period (which shall not be less than 28 days after the service of the notice), the Defaulting Member shall be deemed to be a Non-Qualified Holder. The Directors shall be entitled to require such Non-Qualified Holder by notice in writing to sell or transfer his shares to a person who is not a Non-Qualified Holder within 30 days of such notice in accordance with Article 23.9.2 and if such sale does not take place within such 30 day period the Directors may then exercise their other discretions in accordance with Article 23.9 in respect of that Non-Qualified Holder.

## 16 **Uncertificated shares**

- 16.1 Under and subject to the uncertificated securities rules and the facilities and requirements of the relevant system, the Directors shall have power to make such arrangements as they may think fit in order for any class of share to be a participating security, and the Company may issue shares of that class in uncertificated form and permit such shares to be transferred by means of the relevant system to the fullest extent available from time to time or determine that shares of any class shall cease to be held in uncertificated form and transferred by means of the relevant system. In relation to a class of shares that is a participating class and for so long as it remains a participating class, no provision of these Articles shall apply or have effect to the extent that it is inconsistent with:

- 16.1.1 the holding of shares in uncertificated form;
- 16.1.2 the transfer of title to shares by means of the relevant system;
- 16.1.3 any provision of the uncertificated securities rules; or
- 16.1.4 the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system,

and, without prejudice to the generality of this Article, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the maintenance, keeping or entering up by the Operator, so long as that is permitted or required by the uncertificated securities rules, of an Operator register of securities in respect of that class of shares in uncertificated form.

- 16.2 Without prejudice to the generality of Article 16.1, notwithstanding any provision of these Articles and subject always to the uncertificated securities rules, where any class of share is a participating security:
  - 16.2.1 unless the Directors otherwise determine, shares of such class held by the same holder or joint holder in certificated form and in uncertificated form shall be treated as separate holdings, but a class of shares shall not be treated as two classes simply because some shares of that class are held in certificated form and others in uncertificated form;

- 16.2.2 shares of such class may be changed from certificated to uncertificated form, and from uncertificated to certificated form, in accordance with and subject to the uncertificated securities rules;
  - 16.2.3 the Company shall comply with the requirements of the uncertificated securities rules in relation to the rectification of and changes to the register relating to such class;
  - 16.2.4 the provisions of these Articles with respect to meetings, including meetings of the holders of shares of such class, shall have effect subject to the provisions of the uncertificated securities rules;
  - 16.2.5 the Directors may, by notice in writing to the holder of any uncertificated shares of such class, require that holder to change the form of such shares to certificated form within such period as may be specified in the notice; and
  - 16.2.6 the Directors may require that any fractional entitlements to shares arising on a consolidation (or consolidation and sub-division, or sub-division) of shares held in uncertificated form are held in certificated form, and are entered into the register accordingly.
- 16.3 Unless the Directors determine otherwise or the uncertificated securities rules require otherwise, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.
- 16.4 If, under these Articles or the Statutes, the Company is entitled to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over an uncertificated share, then, subject to these Articles and the Statutes, such entitlement shall include the right of the Directors to:
- 16.4.1 require the holder of the uncertificated share by notice in writing to change that share from uncertificated to certificated form within such period as may be specified in the notice and keep it as a certificated share for as long as the Directors require;
  - 16.4.2 appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such share as may be required to effect the transfer of such share and such steps shall be as effective as if they had been taken by the registered holder of that share; and
  - 16.4.3 take such other action that the Directors consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.
- 16.5 The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the uncertificated securities rules and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of the particulars entered in the Operator register of securities and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance on such assumption. Any provision of these Articles which requires or envisages that action will be taken in reliance on information contained in the register shall be construed to permit that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).
- 17 Calls on shares**
- 17.1 Subject to these Articles and the terms of allotment, the Directors may from time to time make calls upon the Members in respect of all or any moneys unpaid on their shares (whether in respect of the nominal amount or, when permitted, any premium). Each Member shall, subject to receiving not less than 14 clear days' notice, specifying the time or



times and place for payment, pay the amount called on his shares to the persons and at the times and places appointed by the Directors.

- 17.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be payable by instalments or postponed or revoked either wholly or in part as the Directors may determine. A person on whom a call is made shall remain liable jointly and severally with the successors in title to his shares for all calls made on him even if the shares in respect of which that call was made are subsequently transferred.
- 17.3 On the issue of shares the Directors may differentiate between the allottees or holders of such shares in the amount of calls to be paid and in the time of payment of such calls.
- 17.4 If a call is not paid on or before the due date for payment, the person from whom it is due shall pay interest on the amount unpaid, from the due date for payment to the date of actual payment, at such rate as the Directors may decide (not exceeding three per cent per annum above the base rate of Barclays Bank plc and all expenses that have been incurred by the Company by reason of such non-payment, on the date due for payment), but the Directors may waive payment of the interest or expenses, wholly or in part.
- 17.5 A sum which by the terms of allotment of a share is payable on allotment, or at a fixed time, or by instalments at fixed times, in each case whether in respect of the nominal amount or any premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, these Articles shall apply as if that sum had become payable by virtue of a call duly made and notified.
- 17.6 The Directors may, if they think fit, receive all or any part of the moneys payable on a share beyond the sum actually called up on it if the Member is willing to make payment in advance and, on any moneys so paid in advance, may (until they would otherwise be due) pay interest at such rate as may be agreed between the Directors and the Member not exceeding (unless the Company by ordinary resolution directs) five per cent per annum or, if higher, the appropriate rate (as defined in s.592 of the Act) but, for the avoidance of doubt, no dividend shall be payable in respect of any money so paid in advance. The Directors may at any time repay the amount so advanced by giving at least three months' notice in writing to such Member of its intention to do so, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.
- 17.7 Unless the Directors decide otherwise, no member shall be entitled to receive any dividend or to be present or vote at any meeting or to exercise any right or privilege as a Member until he has paid all calls due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any) to the Company.

## **18 Forfeiture of shares**

- 18.1 If any Member fails to pay in full any call or instalment of a call on the day appointed for payment of it, the Directors may, at any time after that day, while any part of the call or instalment remains unpaid, give notice to him requiring him to pay so much of the call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such non-payment.
- 18.2 The notice shall specify a further day (not being earlier than 14 clear days from the date of the notice) on or before which such unpaid call or instalment and all interest accrued and expenses incurred by reason of non-payment are to be paid, and it shall also specify the place where payment is to be made. The notice shall state that, in the event of non-payment at or before such time at the place specified, the shares in respect of which such call or instalment is payable will be liable to forfeiture.
- 18.3 If the requirements of any such notice are not complied with, any shares in respect of which such notice has been given may (before the payment required by the notice has been made), be forfeited by a resolution of the Directors to that effect, and any such forfeiture

shall extend to all dividends declared and other moneys payable in respect of the shares so forfeited but not actually paid before such forfeiture.

- 18.4 The Directors may accept surrender of any share liable to be forfeited under these Articles.
- 18.5 For the avoidance of doubt Articles 18.6 to 18.10 shall also apply as provided for by Article 23.9.5.
- 18.6 When any share has been forfeited, notice of the forfeiture shall be given to the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such notice.
- 18.7 Subject to the Statutes, any share forfeited or surrendered and all rights attaching to it shall be deemed to be the property of the Company, no voting rights shall be exercised in respect of it and the Directors may cancel the same or, within three years of such forfeiture or surrender, sell, re-allot or otherwise dispose of the same in such manner as they think fit either to the person who was before the forfeiture or surrender the holder of it, or to any other person, and either with or without any past or accruing dividends and, in the case of re-allotment, with or without any money paid on it by the former holder being credited as paid up on it.
- 18.8 The Directors may annul the forfeiture of a share at any time before the forfeited share has been cancelled or sold, re-allotted or otherwise disposed of, on the terms that payment shall be made of all calls and interest due on it and all expenses incurred in respect of the share and on such further terms (if any) as the Directors see fit.
- 18.9 Any share not disposed of in accordance with Article 18.7 within a period of three years from the date of its forfeiture or surrender shall be automatically cancelled, subject always to, and in accordance with, the Statutes.
- 18.10 Any person whose shares have been forfeited or surrendered shall cease to be a Member in respect of those shares and shall surrender to the Company for cancellation the certificate for the forfeited shares, but shall remain liable to pay to the Company all moneys which at the date of the forfeiture or surrender were presently payable by him to the Company in respect of the shares, together with interest on such moneys at the rate fixed by the conditions of the allotment of the shares in question or, if no rate is fixed, at such rate as the Directors shall determine, down to the date of payment, but his liability shall cease if and when the Company receives payment in full of all such moneys in respect of the shares, together with any such interest. The Directors may, if they think fit, waive the payment of such money and/or interest or any part of it and may enforce payment, without reduction or allowance for the value of the shares at the time of the forfeiture or for any consideration received on their disposal.

## **19 Lien on partly paid shares**

- 19.1 The Company shall have a first and paramount lien upon all the shares, other than fully paid shares, registered in the name of each Member (whether solely or jointly with other persons) for any amount payable in respect of such shares, whether presently payable or not, and such lien shall apply to all dividends from time to time declared or other moneys payable in respect of such shares. The Directors may at any time, either generally or in a particular case, waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Article.
- 19.2 Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share.
- 19.3 The Company shall in no circumstances have a lien over any fully paid shares.
- 19.4 For the purpose of enforcing such lien, the Directors may, subject (in the case of uncertificated shares) to the provisions of the uncertificated securities rules, sell the shares subject to such lien, in such manner as they think fit, but no such sale shall be made until all

or any part of the sum outstanding on the shares shall have become payable and until notice in writing stating, and demanding payment of, the sum payable and giving notice of the intention to sell in default of such payment shall have been given to such Member and default shall have been made by him in the payment of the sum payable for 14 clear days after such notice.

- 19.5 The net proceeds of any sale made in accordance with Article 19.4, after payment of the costs of sale, shall be applied in or towards satisfaction of such part of the amount then payable in respect of the shares sold. The residue, if any, shall (upon surrender to the Company for cancellation of the certificate for any certificated shares sold, and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the Member or as he shall direct in writing or the person (if any) entitled by transmission to the shares immediately before the sale.

## 20 **Evidence of forfeiture, surrender or sale to satisfy lien**

- 20.1 An entry in the Directors' minute book of the forfeiture or surrender of any shares, or that any shares have been sold to satisfy a lien, shall be sufficient evidence, against all persons claiming to be entitled to such shares, that the said shares were properly forfeited, surrendered or sold. Such entry, the receipt of the Company for the price of such shares and, if such shares are in certificated form, the appropriate share certificate shall constitute a good title to such shares, and the name of the purchaser or other person entitled shall be entered in the register as a Member, and he shall be entitled, if such shares are in certificated form, to a certificate of title to the shares. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender or sale.

- 20.1 In order to give effect to the sale of any forfeited or surrendered share, or the sale of any share to satisfy a lien, the Directors may, subject (in the case of uncertificated shares) to the provisions of the uncertificated securities rules and the facilities and requirements of the relevant system, authorise some person to transfer any such shares to their purchaser and may enter the name of the purchaser in respect of the transferred shares in the Register even if no share certificate has been lodged for such shares and may issue a new certificate to the purchaser. An instrument of transfer signed by that person shall be as effective as if it had been signed by the holder of, or person entitled by transmission to, the shares. If the shares are in uncertificated form, in accordance with the uncertificated securities rules, the Directors may issue a written notification to the Operator requiring the conversion of the share to certificated form. The remedy (if any) of the former holder of such shares, and of any person claiming under or through him, shall be against the Company and in damages only. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to any such share be affected by any irregularity or invalidity in the proceedings relating to the sale. The Company may receive the consideration (if any) given for the share on its disposal.

- 20.2 Nothing in these Articles shall prevent the Directors (if empowered to do so by these Articles) from authorising any person to transfer a share in accordance with any procedures implemented under this Article.

## 21 **Transfer of shares**

- 21.1 Subject to these Articles, a Member may transfer all or any of his shares in any manner which is permitted by the Statutes and is from time to time approved by the Directors.
- 21.2 All transfers of certificated shares shall be in hard copy in the usual common form or in any other form permitted by the Stock Transfer Act 1963 or approved by the Directors. The instrument of transfer shall be signed by or on behalf of the transferor and, if the certificated shares transferred are not fully paid, by or on behalf of the transferee. An instrument of transfer need not be under seal.

- 21.3 Subject to these Articles, a Member may transfer all or any of his uncertificated shares by means of the relevant system in such manner provided for, and subject as provided in, the uncertificated securities rules or in any other manner which is permitted by the Statutes and is from time to time approved by the Directors and the Company shall register such transfer in accordance with the Statutes. No provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred.
- 21.4 The transferor shall be deemed to remain the holder of the shares transferred until the name of the transferee is entered in the register in respect of those shares.
- 21.5 The maximum number of persons who may be registered as joint holders of a share is four.
- 21.6 No fee shall be charged in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney or other document or instruction relating to or affecting the title to any shares.
- 21.7 Any instruments of transfer which are registered shall, subject to Article 89.1, be retained by the Company, but any instrument of transfer which the Directors refuse to register shall (except in any case of fraud) be returned to the persons depositing the same.

## **22 Power to refuse registration of transfers**

- 22.1 The Directors may, in their discretion, refuse to register any transfer of certificated shares of any class which are not fully paid provided that, where any such shares are admitted to trading on any recognised investment exchange, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis.
- 22.2 The Directors may also refuse to register any transfer of a certificated share, unless the instrument of transfer, duly stamped, is deposited at the office or such other place as the Directors may appoint, accompanied by the certificate for the shares to which it relates if it has been issued, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
- 22.3 The Directors may, in their discretion, refuse to register any transfer of an uncertificated share where permitted or required by the uncertificated securities rules.
- 22.4 The Directors may refuse to register any transfer of shares unless it is in respect of only one class of shares.
- 22.5 The Directors may refuse to register any transfer of shares where the number of joint holders to whom the share is to be transferred exceeds four.
- 22.6 The Directors may refuse to register any transfer unless the transfer is not in favour of a minor, infant, bankrupt or person with mental disorder.
- 22.7 Transfers of shares will not be permitted in the circumstances referred to in Article 15.
- 22.8 If the Directors refuse to register a transfer they shall send to the transferee notice of the refusal, together with, in the case of a transfer of certificated shares only, the reasons for the refusal, as soon as practicable and in any event within two months of:
- 22.8.1 in the case of a certificated share, the date on which the transfer was lodged with the Company; or
  - 22.8.2 in the case of an uncertificated share, the date on which an instruction in respect of such transfer was duly received by the Company through the relevant system.

- 22.9 The renunciation of the allotment of any shares by the allottee in favour of some other person shall be deemed to be a transfer for all purposes of these Articles relating to the registration of transfers of shares and the Directors shall have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

## **23 Transmission of shares**

- 23.1 The Directors may, in their absolute discretion and without giving a reason, decline to transfer or register any transfer of any certified share or (to the extent permitted by the Rules) uncertified share which is not fully paid or on which the Company has a lien provided or if:

23.1.1 the transfer is in favour of any Non-Qualified Holder; or

23.1.2 it would cause the Company to fail Condition D (not a close company) in section 528 of the Corporation Tax Act 2010;

provided in the case of a listed share such refusal to register a transfer would not prevent dealings in the share from taking place on an open and proper basis on the relevant stock exchange. In the event that any holder becomes, or holds shares on behalf of, a Non-Qualified Holder, such holder shall be required to notify the Administrator immediately.

- 23.2 If a Member dies, the survivor(s), where the deceased was a joint holder, or his personal representatives, where he was a sole or the only surviving holder, shall be the only person or persons recognised by the Company as having any title to his shares, but nothing in these Articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly.

- 23.3 Any person becoming entitled to a share by reason of the death or bankruptcy of a Member or of any other event giving rise to a transmission by operation of law may, upon such evidence being produced as may be required by the Directors, elect either to be registered as a Member in respect of such share, or to make such transfer of the share as the relevant Member could have made. Where the entitlement of a person to a share because of the death or bankruptcy of a member or otherwise by operation of law is proved to the satisfaction of the Directors, the Directors shall within two months after proof cause the entitlement of that person to be noted in the Register.

- 23.4 If the person so becoming entitled shall elect to have some other person registered, he shall execute an instrument of transfer of such share to that person. A person entitled by transmission to a share in uncertificated form who elects to have some other person registered shall either:

23.4.1 procure that instructions are given by means of the relevant system to effect transfer of such uncertificated share to that person; or

23.4.2 change the uncertificated share to certificated form and execute an instrument of transfer of that certificated share to that person.

- 23.5 If the person so becoming entitled shall elect to be registered himself he shall give to the Company a notice bearing his signature to that effect.

- 23.6 The Directors shall, in either case, have the same right to refuse or suspend registration as they would have had if the event giving rise to transmission had not occurred and the notice of election or transfer were a transfer by the relevant Member.

- 23.7 Any person becoming entitled to a share by reason of the death or bankruptcy of a Member or of any other event giving rise to transmission shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, unless and until he is registered as a Member in respect of the share or unless the Directors otherwise determine, be entitled in respect of it to receive

notice of, or to exercise any right conferred by membership in relation to, general meetings of the Company.

23.8 The Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer such share to some other person and, if such notice is not complied with within 90 days after service, the Directors may after that time withhold payment of all dividends and other moneys payable in respect of such share until the requirements of the notice have been complied with.

23.9 If it shall come to the notice of the Directors that any shares are owned directly, indirectly, or beneficially by a Non-Qualified Holder, the Directors may give notice to such person requiring him either to:

23.9.1 provide the Directors within thirty days of receipt of such notice with sufficient satisfactory documentary evidence to satisfy the Directors that such person is not a Non-Qualified Holder; or

23.9.2 sell or transfer his shares to a person who is not a Non-Qualified Holder within thirty days and within such thirty days to provide the Directors with satisfactory evidence of such sale or transfer.

Pending such sale or transfer the Directors may suspend the exercise of any voting or consent rights and rights to receive notice of, or attend, meetings of the Company and any rights to receive dividends or other distributions with respect to such shares, and the holder shall repay the Company any amounts distributed to such holder by the Company during the time such holder held such shares. If any person upon whom such a notice is served pursuant to this Article 23.9 does not within thirty days after such notice either:

23.9.3 sell or transfer his shares to a person who is not a Non-Qualified Holder and establish to the satisfaction of the Directors (whose judgment shall be final and binding) that such a sale or transfer has occurred; or

23.9.4 establish to the satisfaction of the Directors (whose judgment shall be final and binding) that he is not a Non-Qualified Holder;

then:

23.9.5 such person shall be deemed upon the expiration of such thirty days to have forfeited his shares and the Directors shall be empowered at their discretion to follow the procedure pursuant to Articles 18.6-18.10; or

23.9.6 if the Directors in their absolute discretion so determine, to the extent permitted under the Rules, the Directors may arrange for the Company to sell the shares at the best price reasonably obtainable to any other person so that the shares will cease to be held by a Non-Qualified Holder, in which event the Company may, but only to the extent permitted under the Rules, take any action whatsoever that the Directors consider necessary in order to effect the transfer of such shares by the holder of such share (including where necessary requiring the holder in question to execute powers of attorney or other authorisations, or authorising an officer of the Company to deliver an instruction to the relevant Operator), and the Company shall pay the net proceeds of sale to the former holder upon its receipt of the sale proceeds and the surrender by him of the relevant share certificate or, if no certificate has been issued, such evidence as the Directors may reasonably require to satisfy themselves as to his former entitlement to the shares and to such net proceeds of sale and the former holder shall have no further interest in the relevant shares or any claim against the Company in respect thereof, and no trust will be created and no interest will be payable in respect of such net proceeds of sale.

## 24 **Untraced Members**

- 24.1 Subject to the Statutes, the Company may sell at the best price reasonably obtainable at the time of sale any share of a Member or any share to which a person is entitled by transmission if:
- 24.1.1 during a period of 12 years prior to the publication of the advertisements referred to in Article 24.1.3 (or, if such advertisements are published on different dates, the first of them) at least three cash dividends have become payable in respect of the share to be sold and have been sent by the Company in accordance with Article 74;
  - 24.1.2 during that period of 12 years no cash dividend payable in respect of the share has been claimed, no cheque, warrant, order or other payment for a dividend has been cashed, no dividend sent by means of a funds transfer system has been paid and, as far as any director of the Company at the end of that period of 12 years is aware, no communication has been received by the Company from the Member or the person entitled by transmission to the share;
  - 24.1.3 the Company has given notice of its intention to sell such share by advertisement in one national daily newspaper and in one local newspaper circulating in the area in which the last known address of the Member or of the person entitled to the share by transmission at which service of notices might be effected in accordance with these Articles is located; and
  - 24.1.4 the Company has not, during the period of three months after the date of the advertisements (or, if published on different dates, the later of them) and prior to the exercise of the power of sale, received any communication from the Member or person entitled by transmission.
- 24.2 The Company's power of sale shall extend to any further share which, on or before the date of publication of the first of any advertisements pursuant to Article 24.1.3, is issued in respect of a share to which Article 24.1 applies (or in respect of any share to which this Article 24.2 applies) if the conditions set out in Articles 24.1.2 to 24.1.4 are satisfied in relation to the further share (but as if the references to a period of 12 years were references to a period beginning on the date of allotment of the further share and ending on the date of publication of the first of the advertisements referred to above).
- 24.3 In order to give effect to any such sale, the Directors may, subject (in the case of uncertificated shares) to the provisions of the uncertificated securities rules and the facilities and requirements of the relevant system, authorise some person to transfer any such shares to the purchaser of them and may enter the name of the transferee in respect of the transferred shares in the Register even if no share certificate has been lodged for such shares and may issue a new certificate to the transferee. An instrument of transfer signed by that person shall be as effective as if it had been signed by the holder of, or person entitled by transmission to, the shares. If the shares are in uncertificated form, in accordance with the uncertificated securities rules, the Directors may issue a written notification to the Operator requiring the conversion of the share to certificated form. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to any such share be affected by any irregularity or invalidity in the proceedings relating to the sale.
- 24.4 The net proceeds of such sale shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect of them for such Member or other person. Such proceeds may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its parent undertaking (if any)) as the Directors may from time to time think fit. The Company shall not be required to pay interest on such proceeds or to account for any amounts earned on such proceeds. If no valid claim has been received by the Company during a period of six years from the date

on which the relevant shares were sold by the Company under this article, the money shall be forfeited and shall belong to the Company.

**25 Suspension of the determination of net asset value**

The Directors shall have the power to determine that the Company shall suspend the determination of the Net Asset Value in any circumstances in which the Directors in their absolute discretion deem necessary or otherwise desirable.

**26 General meetings**

26.1 If, at any time, there shall not be present in the United Kingdom and capable of acting sufficient Directors to form a quorum, the Directors in the United Kingdom capable of acting, or if there shall be no such Directors then any two Members, may convene a general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors, and the Company at such meeting shall have power to elect Directors.

26.2 In the case of a general meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the object of the meeting shall be transacted.

26.3 Each Director (and any other person invited by the Chairman to do so) shall be entitled to attend and speak at any general meeting of the Company.

**27 Notice of general meetings**

27.1 An annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed for traded companies under the Act. Notice shall be given to such Members as are, under the Articles, or the terms of the issue of shares, entitled to receive such notices from the Company and to the Directors and the Auditors. Every notice of a meeting shall specify the place, date and time of the meeting and the general nature of the business to be transacted and, if a meeting is convened to pass a special resolution, the intention to propose the resolution as a special resolution. Where the Company has given an electronic address in any notice of meeting, any documents or information relating to proceedings at the meeting may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice.

27.2 The accidental failure to give notice of any meeting or the accidental failure to send or supply any document or other information relating to any meeting to any person entitled to receive the notice, document or other information, or the non-receipt by any such person of any such notice, document or information (even if the Company becomes aware of such failure to send or supply or non-receipt), shall be disregarded for the purpose of determining whether notice of the meeting or resolution has been duly given and shall not invalidate the proceedings at that meeting.

27.3 A Member present in person or by proxy at a meeting shall be deemed to have received proper notice of that meeting and, where applicable, the purpose of that meeting.

**28 Chairman and quorum at general meetings**

28.1 The Chairman (if any) of the Directors shall preside as Chairman at every general meeting of the Company. If there is no such Chairman, or if at any meeting he is not present within 15 minutes after the time appointed for holding the meeting or he is unwilling to act as Chairman, the Directors present shall choose one of their number present to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman or, if no Director is present and willing to act, the Members present and entitled to vote shall choose one of their number (whether present in person, by proxy or (in the case of a corporate



Member) by representative) to be Chairman. Nothing in these Articles shall restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

- 28.2 No business, other than the appointment of a Chairman of the meeting, shall be transacted at any general meeting unless a quorum of Members is present. Such quorum shall consist of not less than two Members present in person, by representative (in the case of a corporate Member) or by proxy and entitled to vote.

## 29 **Adjournment of general meetings**

- 29.1 If, within 15 minutes from the time appointed for a general meeting, or such longer interval as the Chairman of the meeting may think fit to allow, a quorum is not present or, if during the meeting a quorum ceases to be present, the meeting:

29.1.1 if convened by or on the requisition of Members, shall be dissolved; or

29.1.2 in any other case, shall stand adjourned to such day and to such time and place (being not less than ten clear days, nor more than 30 clear days, afterwards) as the Chairman of the meeting may determine. In default of such determination, it shall be adjourned to the same day two weeks afterwards or, if that day is not a business day, the next following business day at the same time and place. If, at such adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. No business shall be transacted at such adjourned meeting other than business the general nature of which was stated in the notice of the meeting from which the adjournment took place.

- 29.2 The Chairman of the meeting may, with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting without setting an alternative date or time, or from time to time and from place to place. No business shall be transacted at such adjourned meeting other than the business which might lawfully have been transacted at the meeting from which the adjournment took place.

- 29.3 The Chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced) either without setting an alternative date or time or to such time and place as the Directors or the Chairman may decide if it appears to him that:

29.3.1 the number of persons wishing to attend cannot be conveniently accommodated in the place(s) appointed for the meeting;

29.3.2 the conduct of persons attending the meeting prevents or is likely to prevent the orderly continuation of the business of the meeting;

29.3.3 an adjournment is otherwise necessary or desirable so that the business of the meeting may be properly conducted; or

29.3.4 a proposal of importance is made for the consideration of which a larger attendance of Members is desirable.

- 29.4 Where a meeting is adjourned without setting an alternative date or time, the Directors shall set an alternative date and time. Any meeting may be adjourned more than once.

- 29.5 Subject to article 29.1, when a meeting is adjourned for 30 days or more or without setting an alternative date or time, seven days' notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at such meeting.

### 30 **General meetings at more than one place**

30.1 The Directors may resolve to enable persons entitled to attend a general meeting to do so either by simultaneous attendance and participation at a satellite meeting place anywhere in the world or by a hybrid meeting. Members present in person or by proxy at a hybrid meeting or satellite meeting places shall be counted in the quorum for, and entitled to vote at, the general meetings in question, and that meeting shall be duly constituted and its proceedings valid if the Chairman of the meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that Members attending at all meeting places are able to:

- 30.1.1 participate in the business for which the meeting has been convened;
- 30.1.2 hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment, electronic means or otherwise) in the principal meeting place and any satellite meeting place; and
- 30.1.3 be heard and seen by all other persons so present in the same way,  
  
but under no circumstances shall the inability of one or more members or proxies to access, or continue to access, the facilities for participation in the meeting despite adequate facilities being made available by the Company, affect the validity of the meeting or any business conducted at the meeting, provided that the meeting is quorate.
- 30.1.4 all resolutions put to members at a hybrid meeting or a satellite meeting, including in relation to procedural matters, shall be decided on a poll
- 30.1.5 the Directors may authorise any voting application, system or facility in respect of the electronic platform for the satellite or hybrid general meetings as it may see fit.

The Chairman of the meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place, such principal meeting place to be stated by the notice of meeting.

30.2 If it appears to the Chairman of the meeting that the facilities at the principal meeting place or any satellite meeting place have become inadequate for the purposes referred to in Article 30.1, then the Chairman may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the time of the adjournment shall be valid. The provisions of Articles 29.3, 29.4 and 29.5 shall apply to the adjournment.

30.3 The Directors may from time to time make any arrangements for controlling the level of attendance at any venue for which arrangements have been made pursuant to this Article 30 (including the issue of tickets or the imposition of some other means of selection) as they in their discretion consider appropriate, and may from time to time change those arrangements. The entitlement of any Member to be present at such venue in person or by proxy shall be subject to any such arrangement then in force and stated by the notice of meeting or adjourned meeting to apply to the meeting.

30.4 For the purposes of this Article 30, the right of a Member to participate in the business of any general meeting shall include the right to speak, vote on a show of hands, demand or join in demanding a poll, vote on a poll, be represented by a proxy and have access to all documents which are required by the Statutes or these Articles to be made available at the meeting.

30.5 If, after the sending of notice of a hybrid meeting but before the meeting is held (or after the adjournment of a hybrid meeting but before the adjourned meeting is held), the Directors consider that it is impracticable or unreasonable to hold the meeting at the time specified in the notice of meeting using the electronic facilities stated in the notice of meeting or made

available prior to the meeting, it may change the meeting to a physical meeting, change the electronic facilities (and make details of the new facilities available in the manner stated in the notice of meeting), and/or postpone the time at which the meeting is to be held if convened by or on the requisition of Members, shall be dissolved; or

30.6 An adjourned general meeting or postponed general meeting may be held as a physical meeting, satellite meeting or a hybrid meeting irrespective of the form of the general meeting which was adjourned or postponed

30.7 The Directors or the Chairman of the meeting may make any arrangement and impose any requirement or restriction it or he considers appropriate to ensure the security of a hybrid or satellite meeting including, without limitation, requirements for evidence of identity that is:

30.7.1 necessary to ensure the identification of those taking part and the security of the electronic communication, and

30.7.2 Proportionate to those objectives.

### 31 **Postponement of general meetings**

31.1 If, after the giving of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors decide that it is impracticable or undesirable for any reason to hold the meeting at the declared place (or any of the declared places, in the case of a meeting to which Article 30.1 applies) and/or at the declared date or time, they may change the place (or any of the places, in the case of a meeting to which Article 30.1 applies) and/or postpone the date and time at which the meeting is to be held. If such a decision is made, the Directors may then change the place (or any of the places, in the case of a meeting to which Article 30.1 applies) and/or postpone the date and time of the postponed meeting again if they decide that it is reasonable to do so. In either case:

31.1.1 no business shall be transacted at any postponed meeting other than the business which might lawfully have been transacted at the meeting which was postponed;

31.1.2 at least 14 clear days' notice (or, in the case of a postponed annual general meeting, at least 21 clear days' notice) of the postponed meeting shall be given. It shall not, however, be necessary to give notice of the nature of the business to be transacted at the postponed meeting;

31.1.3 the Directors shall, so far as practicable, make arrangements for notices of the change of place and/or postponement to appear at the original place and at the original time and date;

31.1.4 notice of the date, time and place of the rearranged meeting shall, if practicable, also be placed in at least two national newspapers in the United Kingdom; and

31.1.5 notwithstanding Article 38.1 but subject to Article 38.2, an appointment of a proxy may be delivered at any time not less than 48 hours before any new time appointed for holding the postponed meeting.

### 32 **Security arrangements at general meetings**

32.1 The Directors:

32.1.1 may direct that Members, proxies or other persons wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Directors shall in their discretion consider appropriate in the circumstances; and

- 32.1.2 shall be entitled in their discretion to refuse entry to, or eject from, such general meeting any Member, proxy or other person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.
- 32.2 The Chairman shall take such actions or give such directions as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting. The Chairman's decision on points of order, matters of procedure or matters arising incidentally from the business of the meeting shall be final as shall be his determination as to whether any matter is of such a nature.
- 33 Voting at general meetings**
- 33.1 At any general meeting every question shall be decided by a show of hands unless a poll is directed by the Chairman of the meeting (before a resolution is put to the vote on a show of hands, or before or on the declaration of the result of the show of hands) or demanded (before or on the declaration of the result of the show of hands) by:
- 33.1.1 at least five Members present in person or by proxy and entitled to vote; or
- 33.1.2 one or more Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote on the resolution in question; or
- 33.1.3 one or more Members present in person or by proxy holding shares in the Company conferring a right to vote on the resolution in question, being shares on which an aggregate sum has been paid up equal to not less than ten per cent of the total sum paid up on all the shares conferring that right.
- 33.2 The demand for a poll may be withdrawn with the consent of the Chairman, and in the event that such demand is withdrawn following a show of hands on the resolution in question, the result of the show of hands shall remain valid.
- 33.3 A declaration by the Chairman that a resolution has been carried or not carried, or carried or not carried by a particular majority, and an entry to that effect in the minute book of the Company, shall be conclusive evidence of the facts, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 34 Amendments to resolutions at general meetings**
- 34.1 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.
- 34.2 In the case of a resolution duly proposed as a special resolution, no amendment to it (other than an amendment to correct a patent error) may in any event be considered or voted upon.
- 34.3 In the case of a resolution duly proposed as an ordinary resolution, no amendment to it (other than an amendment to correct a patent error) may be considered or voted upon unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed notice in writing of the terms of the amendment and intention to move the same has been received by the Company at the office or the Chairman in his discretion decides that it may be considered or voted upon.
- 34.4 With the consent of the Chairman of the meeting, an amendment may be withdrawn by its proposer before it is put to the vote.

## 35 Poll

- 35.1 If a poll is duly directed or demanded it may be taken immediately or (subject to the provisions of Article 35.3) at such other time (but not more than 30 days after such direction or demand) and place and in such manner as the Chairman of the meeting may direct, and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was directed or demanded. Provided that the time and place at which the poll is to occur is declared by the Chairman at the meeting at which the poll is directed or demanded, no notice need be given of a poll not taken immediately.
- 35.2 The demand for a poll may be withdrawn but only with the consent of the Chairman. A demand withdrawn in this way validates the results of a show of hands declared before the demand is made. In the case of a poll demanded before the declaration of the result of a show of hands, where the demand is subsequently duly withdrawn, the meeting shall continue as if the demand had not been made.
- 35.3 A poll demanded upon the election of a Chairman of the meeting or upon a question of adjournment shall be taken immediately. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

## 36 Votes of Members

- 36.1 Subject to the Act, any specific provisions of these Articles and any special terms as to voting upon which any shares may from time to time be held:
- 36.1.1 on a show of hands every Member (being an individual) present in person or (being a corporate Member) present by a representative and every proxy duly appointed by one or more Members entitled to vote on the resolution shall have one vote, save that a proxy shall have one vote for and one vote against the resolution if:
- 36.1.1.1 the proxy has been duly appointed by more than one Member entitled to vote on the resolution; and
- 36.1.1.2 the proxy has been:
- (i) instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it; or
  - (ii) instructed by one or more of those Members to vote in one way and is given discretion as to how to vote by one or more other of those Members (and wishes to use that discretion to vote in the other way);
- 36.1.2 on a poll, every Member (being an individual) present in person or by one or more duly appointed proxies or (being a corporate Member) by representative or by one or more duly appointed proxies shall have one vote for every share held by him.
- 36.2 On a poll:
- 36.2.1 votes may be given either personally or by proxy;
- 36.2.2 a person entitled to more than one vote need not use all his votes, or cast all the votes he casts, in the same way.
- 36.3 A Member in respect of whom an order has been made by any court of competent jurisdiction or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by his receiver or other person authorised in such

circumstances to do so on his behalf. Any such person may vote by proxy provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been delivered to such address or location (including any number) and within such time period as is required by Article 38.1 for the appointment of the proxy. Such evidence shall either accompany the appointment of proxy to which it relates or clearly indicate the appointment of proxy to which it relates.

36.4 No Member shall be entitled to vote at any general meeting either on a show of hands or on a poll (in person or by proxy) or to exercise any other right conferred by membership in relation to general meetings or polls unless all calls or other sums presently payable by him in respect of the shares held by him in the Company have been paid.

36.5 If any objection shall be raised as to the qualification of any person or it is alleged that any votes have been counted which should not have been counted or may have been rejected or that any votes have not been counted which ought to have been counted, the objection or allegation shall not vitiate the decision on any resolution unless it is raised at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the alleged error occurs. Any objection or allegation made in due time shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

### 37 **Appointment of a proxy**

37.1 A proxy shall be appointed in writing either:

37.1.1 by means of completion and delivery of the usual or common form of instrument of proxy, or such other form as may be approved by the Directors from time to time, executed:

37.1.1.1 under the hand of the appointor (which, in the case of the joint holders of any share may be any one of the joint holders); or

37.1.1.2 if the appointor is a corporate Member either under its common seal or under the hand of a duly authorised officer of the corporate Member; or

37.1.1.3 under the hand of the duly authorised attorney of any appointor referred to in Articles 37.1.1.1 or 37.1.1.2; or

37.1.2 otherwise, and subject to such terms and conditions (including as to security), as the Directors shall determine from time to time (including in electronic form)

provided that any form of proxy shall provide for voting either for or against, or abstaining from voting with respect to, each resolution to be proposed at the meeting at which the proxy is to vote.

37.2 Any person may be appointed to act as proxy. A proxy need not be a Member.

37.3 The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given as the proxy thinks fit. Unless the contrary is stated in it, the appointment of a proxy shall be deemed to confer authority to exercise all such rights as the proxy thinks fit.

37.4 A vote cast or poll demanded or other act done in accordance with the terms of an appointment of a proxy or the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the appointor, or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, unless notice in writing of such death, insanity, revocation or transfer shall have been received by the Company at the office (or such other place as may

be specified for delivery of the appointment of the proxy in or by way of the note to the notice convening the meeting) no later than the last time at which an appointment of a proxy should have been received in order for it to be valid.

### **38 Delivery of a proxy**

#### **38.1 The appointment of a proxy, shall:**

38.1.1 in the case of an instrument in hard copy, be delivered to the office (or such other address or location in the United Kingdom as may be specified for that purpose in or by way of note to the notice convening the meeting or in any notice of adjourned meeting or in any instrument of proxy sent out by or on behalf of the Company in relation to the meeting) not less than 48 hours before the time fixed for holding the meeting or adjourned meeting at which the person named in the instrument is authorised to vote; or

38.1.2 in the case of an appointment in electronic form, be communicated so as to be delivered to an address or location (including any number) specified in the notice convening the meeting (or in any instrument of proxy sent out, or invitation in electronic form to appoint a proxy issued by or on behalf of the Company in relation to the meeting, or on a website maintained by or on behalf of the Company on which any information relating to the meeting is required by the Act to be kept) not less than 48 hours before the time fixed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. In the case of any Uncertificated Proxy Instruction permitted pursuant to Article 38.4, the appointment shall include an identification number of a participant in the relevant system concerned;

38.1.3 in the case of a poll taken more than 48 hours after it was demanded, be delivered in accordance with Articles 38.1.1 or 38.1.2 (as the case may be) not less than 24 hours before the time appointed for the taking of the poll; or

38.1.4 in the case of a poll not taken immediately but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman, the Secretary, any Director or the scrutineer or otherwise as the Chairman of the meeting may direct at the meeting at which the poll is demanded.

38.2 The Directors may, in their sole discretion, determine from time to time that in calculating the periods referred to in Article 38.1 (and Article 31.1.5) no account shall be taken of any part of a day that is not a working day.

38.3 If the appointment of a proxy is executed under a power of attorney or other authority, such power of attorney or other authority (which may include a copy of such authority certified by a notary or in some other way approved by the Directors) shall, if requested by or on behalf of the Company, also be delivered to such address or location (including any number) and within such time period as is required by Article 38.1 for the appointment of the proxy. Such power of attorney or other authority (or certified copy of it) shall either accompany the appointment of proxy to which it relates or clearly indicate the appointment of proxy to which it relates.

38.4 Without limitation to any of the provisions of these Articles, in relation to any shares which are held in uncertificated form, the Directors may from time to time permit appointments of a proxy to be made by electronic means in the form of an Uncertificated Proxy Instruction and may in a similar manner permit supplements to, or amendments or revocations of, any such Uncertificated Proxy Instruction to be made by like means. The Directors may in addition prescribe the method of determining the time at which any such Uncertificated Proxy Instruction is to be treated as received by the Company or such participant. The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to

be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

- 38.5 An appointment of a proxy which is not delivered in a manner permitted by Articles 38.1-38.4 shall be treated as invalid. An appointment of proxy in electronic form found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid. The proceedings at a general meeting shall not be invalidated where an appointment of proxy in respect of that meeting is sent in electronic form as provided in these Articles but it cannot be read by the recipient because of a technical problem.
- 38.6 The appointment of a proxy relating to a meeting, having once been delivered in a manner permitted by Articles 38.1 to 38.4, shall be valid in respect of any adjournment of that meeting.
- 38.7 The appointment of a proxy relating to more than one meeting (including any adjournment), having once been delivered in a manner permitted by Articles 38.1-38.4 for the purposes of any meeting, shall not be required to be delivered again for the purposes of any subsequent meeting to which it relates.
- 38.8 Unless specified by the Directors, the appointment of a proxy shall be valid for 12 months from the date of its receipt, save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned meeting or a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting.
- 38.9 In the event that more than one appointment of a proxy relating to the same share is delivered in a manner permitted by Articles 38.1-38.4 for the purposes of the same meeting, the appointment last delivered or received (whether in electronic form or not and regardless of its date or the date of its signature) shall prevail in conferring authority on the person named in it to attend the meeting and vote. If the Company is unable to determine which was last received, none of them shall be valid in respect of that share.
- 38.10 If a Member appoints more than one proxy and the proxy forms appointing those proxies would give those proxies the apparent right to exercise votes on behalf of the Member in a general meeting over more shares than are held by the Member, then each of those proxy forms shall be invalid and none of the proxies so appointed will be entitled to attend, speak or vote at the relevant general meeting.
- 38.11 The Company shall not be required to check that a proxy or duly authorised representative of a corporation votes in accordance with any instructions given by the Member by whom he is appointed. Any failure to vote as instructed shall not invalidate the proceedings on the resolution.
- 38.12 The delivery of an appointment of a proxy shall not preclude a Member from attending and voting at the meeting or at any adjourned meeting.

## **39 Directors**

- 39.1 Unless and until the Company in general meeting shall otherwise determine, the number of Directors (other than alternate directors) shall be not less than two nor more than 15.
- 39.2 No shareholding qualification for Directors shall be required. A Director shall be entitled to receive notice of and attend and speak at all general meetings of the Company notwithstanding that he is not a Member.

## **40 Powers and duties of directors**

- 40.1 The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting, subject to the provisions of these Articles and of the Statutes and to any directions given by special resolution of the Company, but no special resolution and no alteration of



these Articles shall invalidate any prior act of the Directors which would have been valid if such special resolution had not been passed or that alteration had not been made.

- 40.2 The general powers conferred upon the Directors by Article 40.1 shall not be deemed to be abridged or restricted by any specific power conferred upon the Directors by any other Article.

#### 41 **Summoning meetings of the Directors**

- 41.1 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

- 41.2 Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is given to him personally (including by telephone) or by word of mouth or in writing or by electronic means to his last known address or to any other address given by him to the Company for that purpose. A Director may waive his entitlement to notice of any meeting either prospectively or retrospectively and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting. A Director absent, or intending to be absent, from the United Kingdom may request (in writing) that notice of meetings of Directors be given to him, during his absence, at an address given by him to the Company for this purpose whether or not outside the United Kingdom. Where such an address is outside the United Kingdom, it shall not be necessary to give the Director a longer period of notice than that given to Directors within the United Kingdom.

#### 42 **Proceedings of directors**

- 42.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall constitute a quorum. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers, authorities and discretions from time to time vested in or exercisable by the Directors. If a Director ceases to be a Director at a board meeting, he can continue to be present and to act as a Director and be counted in the quorum until the end of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

- 42.2 Any Director may participate in a meeting of the Directors or of a committee of the Directors by means of conference telephone or any form of communications equipment or by electronic means, provided that all the Directors participating in the meeting can communicate simultaneously and in an interactive manner with each other. The Directors participating in this manner shall be deemed to be present in person at such meeting and shall accordingly be counted in the quorum and entitled to vote. Subject to the Statutes, all business transacted in such manner by the Directors or a committee of the Directors shall, for the purpose of these Articles, be deemed to be validly and effectively transacted at a meeting of the Directors or a committee of the Directors notwithstanding that fewer than two Directors or alternate Directors are physically present at the same place. Such a meeting shall be deemed to take place at such place as the Directors shall at such meeting resolve or, in the absence of any such resolution, where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

- 42.3 Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote.

#### 43 **Chairman of the Directors**

The Directors may elect a chairman (the “**Chairman**”) and a deputy chairman of their meetings, and determine the period for which each is to hold office but if no such Chairman or deputy chairman is elected, or if at any meeting neither the Chairman nor a deputy chairman is present within 15 minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting. In the

event that the Chairman is not present and two or more deputy chairmen are present, the deputy chairman to act as Chairman of the meeting shall be decided by those Directors present.

#### **44 Delegation to committees**

- 44.1 The Directors may delegate any of their powers, authorities or discretions (with power to sub-delegate) to committees, consisting of such one or more of their body as they think fit and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers, but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.
- 44.2 Such committees may also consist of persons who are not Directors provided that the presence of at least one Director shall be required for a quorum at any meeting of such committee and no resolution of any such committee shall be effective unless approved by a majority of the Directors present. Insofar as any such power or discretion is delegated to a committee, any reference in these Articles to the exercise by the Directors of the power, authority or discretion so delegated shall be read and construed as if it were a reference to its exercise by such committee.
- 44.3 Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated and in its conduct of its meetings, conform to any regulations that may be imposed on it by the Directors and may, if and to the extent expressly permitted by such regulations, sub-delegate all or any of the powers or discretions delegated to it. Those of these Articles which deal with meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also to the meetings and proceedings of any committee.
- 44.4 The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities and discretions being exercised by the Directors or by a committee authorised by the Directors.

#### **45 Alternate directors**

- 45.1 Any Director (other than an alternate Director) may at any time appoint another Director, or any other person approved by the Directors and willing to act, to be an alternate Director of the Company and may at any time remove any alternate Director appointed by him from office.
- 45.2 An alternate Director so appointed may be repaid by the Company such expenses as might properly have been repaid to him if he had been a Director but shall not be entitled to receive any remuneration from the Company in respect of his services as an alternate Director except such part (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. An alternate Director shall not be required to hold any share qualification, nor be counted in reckoning the maximum and minimum number of Directors allowed or required by these Articles but shall otherwise be subject to the provisions of these Articles with regard to Directors.
- 45.3 An alternate Director shall (subject to his giving to the Company an address at which notices may be given to him) be entitled to receive notices of all meetings of the Directors or committees of the Directors of which his appointor is a member and to attend and vote as a Director at any such meetings at which the Director appointing him is not personally present, and generally to exercise and discharge all the functions, powers, rights and duties of his appointor as a Director at such meeting and, for the purposes of the proceedings at such meeting, the provisions of these Articles shall apply as if he were a Director. Signature by an alternate Director of any resolution in writing of the Directors or a committee of the

Directors shall, unless the notice of his appointment provides to the contrary, be as effective as signature by his appointor.

45.4 A Director acting as an alternate for one or more other Directors:

45.4.1 shall be counted only once for the purpose of determining the presence of a quorum for the purposes of Article 42.1; and

45.4.2 shall have, in addition to his own vote, one vote for each Director for whom he acts as alternate.

45.5 An alternate Director shall cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if any Director retires but is re-elected by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not retired.

45.6 The appointment of an alternate Director shall automatically determine on the happening of any event which, if he were a Director, would cause him to vacate such office or if he resigns his office by notice to the Company.

45.7 All appointments and removals of alternate Directors shall be effected in writing signed by the Director making or revoking such appointment delivered to or left or received at the office or at an address specified by the Company for the purposes of communications by electronic means or tendered at a meeting of the Directors or in any other manner approved by the Directors and shall take effect in accordance with the terms of the notice (subject to any approval required by Article 45.1) on receipt of such notice at the office.

45.8 Every alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

#### 46 **Decisions in writing signed by all the Directors**

A resolution in writing signed by all the Directors from time to time entitled to receive notice of a meeting of Directors and to vote on the resolution and not being less than a quorum (or by all the members of a committee of the Directors from time to time entitled to receive notice of such committee meeting and to vote on the resolution and not being less than a quorum of that committee) shall be as effective for all purposes as a resolution of the Directors passed at a meeting (or committee meeting) duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of such Directors. Such a resolution need not be signed by an alternate Director if it is signed by the Director who appointed him and need not be signed by the appointing Director if signed by his alternate. Any such resolution shall be annexed or attached to the Directors' minute book.

#### 47 **Authorisation of Directors' conflicts of interest**

47.1 If a Conflict Situation arises, the Directors may authorise it for the purposes of s.175 of the Act by a resolution of the Directors made in accordance with these Articles.

47.2 A Director seeking authorisation in respect of a Conflict Situation shall declare to the Directors the nature and extent of his interest in the Conflict Situation as soon as is reasonably practicable. The Director shall provide the Directors with such details of the matter as are necessary for the Directors to decide how to address the Conflict Situation, together with such additional information as may be required by the Directors.

47.3 Any authorisation made for the purposes of this Article 47 shall be effective only if:

47.3.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director (including the relevant Director) for consideration in

the same way that any other matter may be proposed to and resolved upon by the Directors under the provision of these Articles;

- 47.3.2 any requirement as to the quorum at a meeting at which the Conflict Situation is authorised is met without counting the Director or any other Director to whom the Conflict Situation relates; and
  - 47.3.3 the Conflict Situation was authorised without any such Director voting or would have been authorised if his or their votes had not been counted.
- 47.4 At the time of the authorisation, or at any time afterwards, the Directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances, including that:
- 47.4.1 any information obtained by a Director concerned, other than in his capacity as a Director or employee of the Company, which is confidential in relation to a third party, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence;
  - 47.4.2 no Director concerned shall, by reason of his being a Director or his doing anything as a Director, be accountable to the Company for any remuneration or other benefit received from a third party as a result of the Conflict Situation;
  - 47.4.3 no Director concerned shall be required or entitled to attend those parts of meetings of the Directors or meetings of a committee of the Directors at which matters to which the Conflict Situation relates are discussed; and
  - 47.4.4 no Director concerned shall be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates.
- Subject to any such limitations, conditions or terms, any authorisation given by the Directors shall be deemed to be given to the fullest extent permitted by the Statutes.
- 47.5 The relevant Director shall be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict Situation.
  - 47.6 Any authorisation of a Conflict Situation may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised.
  - 47.7 Any authorisation of a Conflict Situation under this Article must be recorded in writing (but the authority shall be effective whether or not the terms are so recorded).
  - 47.8 Any authorisation made for the purposes of this Article may be revoked or varied at any time in the absolute discretion of the Directors, but this will not affect anything done by the relevant Director prior to such revocation or variation in accordance with the terms of such authority.
  - 47.9 A Director shall not be in breach of the duties he owes to the Company by virtue of ss.171-177 of the Act or otherwise because of anything done or omitted to be done in accordance with the provisions of this Article or the terms of any authorisation given by the Directors in accordance with this Article.
  - 47.10 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 payable or profit or other benefit deriving from or in connection with any relationship involving a Conflict Situation which has been authorised by the Directors or by the Company in general meeting (subject in each case to limitations, conditions or terms attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

**48 Directors may hold other offices**

48.1 Subject to the provisions of these Articles and the Statutes, and provided that he has declared to the Directors the nature and extent of any interest of his if so required by these Articles and the Statutes:

48.1.1 a Director is authorised to hold any office or place of profit under the Company (except that of auditor) in conjunction with the office of Director for such period, and on such terms as to remuneration and otherwise, as the Directors may determine;

48.1.2 a Director or any firm or body corporate in which he is interested is authorised to act in a professional capacity for the Company or any other company in which the Company may be interested and he or such firm or body corporate shall be entitled to remuneration for professional services as if he were not a Director, provided that neither any Director nor any such firm or body corporate may act as the Auditors;

48.1.3 a Director is authorised to be or become a director or other officer or servant of, or employed by or party to a transaction or arrangement with, or otherwise interested in, any other entity promoted by the Company or any holding company or subsidiary of the Company or any other entity in which the Company may be in any way (directly or indirectly) interested and shall not (in the absence of agreement to the contrary) be liable to account to the Company for any emoluments or other benefits received or receivable by him as director, or officer or servant of, or from his interest in, such other company; and

48.1.4 a Director may be or become a director of any other company in which the Company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of his appointment as a director of that other company and shall not (in the absence of agreement to the contrary) be liable to account to the Company for any emoluments or other benefits received or receivable by him as director, or officer or servant of, or from his interest in, such other company.

48.2 A Director shall not require any separate authorisation by the Directors pursuant to Article 47 for matters falling within this Article 48 and no contract shall be liable to be avoided, although the Directors may at any time impose any limitations, conditions or terms in relation to such matters which (in each case) they consider appropriate and reasonable in all the circumstances.

48.3 A Director shall not be in breach of the duties he owes to the Company by virtue of ss.171-177 of the Act or otherwise because of anything done or omitted to be done or any remuneration or other benefits received or receivable by him in accordance with the provisions of this Article 48.

**49 Directors interests in transactions or arrangements**

49.1 Subject to the provisions of these Articles and the Statutes, and provided that he has declared to the Directors the nature and extent of any interest of his if so required by these Articles and the Statutes, a Director may, notwithstanding his office, enter into or be interested in any proposed or existing transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested and may have or be interested in dealings of any nature whatsoever with the Company.

49.2 No such transaction, arrangement or dealing shall be liable to be avoided, nor shall any Director so transacting, dealing or being so interested be in breach of the duties he owes to the Company or liable to account to the Company for any remuneration payable or profit or other benefit arising out of any such transaction, arrangement or dealing to which he is a

party or in which he is interested by reason of his being a Director or the fiduciary relationship thereby established.

## **50 Directors' declarations of interest**

50.1 A Director who is in any way, whether directly or indirectly, interested in:

50.1.1 any proposed transaction or arrangement with the Company; or

50.1.2 any transaction or arrangement which has been entered into by the Company

shall declare the nature and extent of his interest to the other Directors in accordance with the provisions of the Statutes and this Article 50.

50.2 For the purposes of this Article 50 a Director shall be deemed interested in any transaction or arrangement in which any person connected with him is interested, whether directly or indirectly.

50.3 A Director need not declare an interest:

50.3.1 if he is not aware of it or if he is not aware of the transaction or arrangement in question (and for these purposes a Director is treated as being aware of matters of which he ought reasonably to be aware);

50.3.2 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

50.3.3 if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

50.3.4 if, or to the extent that, it concerns terms of his service contract that have been or are to be considered:

50.3.4.1 by a meeting of the Directors; or

50.3.4.2 by a committee of the Directors appointed for the purpose under these Articles.

## **51 Restrictions on Directors voting and counting in the quorum**

51.1 Save as set out in this Article 51, a Director shall not vote on, nor be counted in the quorum in relation to, any resolution of the Directors relating to any transaction or arrangement or proposal in respect of which he is required to make a declaration of interest pursuant to Article 50, or would be so required but for Articles 50.3.3 or 50.3.4, or in which he otherwise has an interest.

51.2 If any question arises at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in a quorum, the question shall be decided by a resolution of the remaining Directors or committee members present at the meeting and in the case of an equality of votes the Chairman (unless he is the Director the materiality of whose interest or entitlement to vote is in issue) shall have a second or casting vote which shall be conclusive and binding.

51.3 Subject to any limitations, conditions or terms attaching to any authorisation given by the directors pursuant to Article 47, the prohibition in Article 51.1 shall not apply to any resolution relating to any transaction, arrangement or matter in respect of which the interest of the Director in question arises only from one or more of the following matters:

51.3.1 his interest in shares or debentures or other securities in the Company;

- 51.3.2 his interest in any other company attributable to his interest in shares or debentures or other securities in the Company;
  - 51.3.3 any proposal to give him any security, guarantee or indemnity in respect of money lent or obligations incurred by him for the benefit of the Company or any of its subsidiary undertakings;
  - 51.3.4 any proposal to give a third party any security, guarantee or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - 51.3.5 his entitlement as a holder of shares, debentures or other securities to participate in an offer for subscription or purchase of shares or debentures or other securities in the Company or in any of its subsidiary undertakings or his proposed participation in the underwriting or sub-underwriting of any such offer;
  - 51.3.6 his interest in any present or proposed capacity in any arrangement which the Company has in place, or proposes to put in place, for the benefit of employees of, or persons that provide services to, the Company or any of its subsidiary undertakings provided that the arrangement does not award him any privilege or benefit not generally awarded to the persons to whom such arrangement relates;
  - 51.3.7 his interest in any pension fund, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which relates both to directors and employees of the Company or of any of its subsidiary undertakings and does not provide in respect of any Director any privilege or benefit not generally conferred on employees to which the fund or scheme relates;
  - 51.3.8 any proposal for the Company to give him an indemnity (other than an indemnity referred to in Article 51.3.3) where all other Directors are also being offered indemnities on substantially the same terms;
  - 51.3.9 his interest as an insured under any insurance policy which the Company proposes to purchase or maintain for the benefit of any or all Directors or for the benefit of persons including Directors;
  - 51.3.10 any proposal for the Company to fund expenditure incurred or to be incurred by him in defending proceedings referred to in s.205 of the Act or in connection with an application for relief referred to in that section or for the Company or any of its subsidiary undertakings to take any action to enable such expenditure not to be incurred, in each case where all other Directors are also being offered substantially the same arrangements; and
  - 51.3.11 his interest, direct or indirect and whether as an officer, employee, shareholder, creditor or otherwise, in any other company with which the Company proposes to enter into any transaction or arrangement (save that any such company shall not include any company in which he, so far as he is aware, holds an interest in shares representing one per cent. or more of the issued equity share capital of such company (or of any other company through which such interest is derived) or of the voting rights available to members of the relevant company) and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.
- 51.4 For the purposes of Article 51.2 there shall be treated as the interests of the Director in question any interest of a person connected with him (other than the Company itself, if applicable). Accordingly, references in Article 51.2 to:

- 51.4.1 (i) any interest, benefit or entitlement which the Director has or may have; or (ii) any obligation incurred by the Director or for which he has assumed responsibility; or (iii) any proposal to give the Director anything or any transaction or arrangement to which he is or may be a party or in which he participates or may participate

shall be deemed to include references to:

- 51.4.2 (i) the interests, benefits or entitlements of any such connected person; or (ii) an obligation incurred or responsibility assumed by any such connected person; or (iii) any proposal to give any such connected person something or for that person to be a party to or participate in any transaction or arrangement.

51.5 A Director cannot vote or be counted in the quorum on a resolution relating to his own appointment or the settlement or variation of the terms of his appointment to an office or place of profit with the Company or any other company in which the Company has an interest.

51.6 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company, such proposals may be divided and considered in relation to each Director separately and in such cases, each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

51.7 If any question shall arise at any meeting as to:

51.7.1 whether a Director is required to declare an interest pursuant to Article 50 or the Statutes, or would be so required but for Articles 50.3.3 or 50.3.4; or

51.7.2 whether a Director is entitled to vote or is prohibited from voting pursuant to Article 51,

and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature and extent of the interest which the Director is required to declare pursuant to Article 50, or would be so required but for Articles 50.3.3 or 50.3.4, (so far as it is known to him) has not been fairly disclosed to the meeting. If any such question shall arise in respect of the Chairman of the meeting, the question shall be decided by a resolution of the Directors (for which purpose the Chairman of the meeting shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature and extent of the interest of the Chairman of the meeting (as far as it is known to him) has not been fairly disclosed to the meeting.

## 52 **General**

52.1 References in Articles 47 to 51 and in this Article to a contract include references to any proposed contract and to any transaction or arrangement or proposed transaction or arrangement whether or not constituting a contract.

52.2 Subject to the Statutes, the Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of Articles 47 to 51 or ratify any contract not properly authorised by reason of contravention of any of the provisions of Articles 47 to 51.

## 53 **Remuneration and expenses of Directors**

53.1 The remuneration of the Directors for their services in the office of director shall in the aggregate not exceed £500,000 per annum or such higher figure as the Company may by ordinary resolution determine and such remuneration shall be divided amongst the Directors



as they shall agree or, in default of agreement, equally. The Directors may also be paid by way of additional remuneration such further sums as the Company in general meeting may from time to time determine, and any such additional remuneration shall be divided among the Directors as they shall agree or, in default of agreement, equally.

53.2 The Company may repay to any Director all such reasonable travelling, hotel and other 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, or any other meeting which as a Director he is entitled to attend, or otherwise in or about the business of the Company, or in the discharge of his duties as a director. Subject to the Act, the Directors shall have the power to make arrangements to provide a Director with funds to meet expenditure incurred or to be incurred by him for the purposes of the Company or for the purpose of enabling him to perform his duties as an officer of the Company or to enable him to avoid incurring any such expenditure.

53.3 Any Director who is appointed to any executive office or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director may be paid, in addition to any remuneration to which he may be entitled under Article 53.1, such remuneration by way of salary, percentage of profits or otherwise, and/or may receive such other benefits, as the Directors may determine.

#### 54 **Directors' power to fill casual vacancy**

The Directors shall have power at any time to appoint any other person to be a Director of the Company, either to fill a vacancy or as an addition to the board of Directors, but so that the total number of Directors shall not at any time exceed the maximum number fixed in accordance with Article 39.1. Any Director so appointed after the date of adoption of these Articles shall hold office only until the next following annual general meeting, when he shall retire but shall be eligible for re-election.

#### 55 **Acts of Directors valid although appointment defective**

All acts done by any meeting of the Directors or of a committee of Directors, or by any persons acting as Directors, alternate Directors or members of a committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as Directors or alternate Directors or members or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified to be a Director or member of the committee and had continued to be a Director or alternate Director or member of the committee and had been entitled to vote.

#### 56 **Directors' retirement and re-election**

56.1 At every annual general meeting, any Director:

56.1.1 who has been appointed by the board since the last annual general meeting occurring after the date of adoption of these Articles; or

56.1.2 who held office at the time of the two preceding annual general meetings each occurring after the date of adoption of these Articles and who did not retire at either of them; or

56.1.3 who at the date of the meeting has held office with the Company, other than employment or executive office, for a continuous period of nine years or more from the date of adoption of these Articles,

shall retire from office and may offer himself for re-election by the members.

56.2 At each of the first two annual general meetings occurring after the date of adoption of these Articles there shall retire from office one third of the Directors holding office as at the date of the notice of annual general meeting or, if their number is not three or a multiple of three, the number nearest to one third, the Directors so to retire in each year being:

56.2.1 first, any Director appointed by the board since the date of adoption of these Articles but who was not named in the prospectus or other admission document as a prospective director of the Company and who has not been subsequently re-elected at a general meeting (which may include a Director retiring under Article 56.1.1);

56.2.2 thereafter, those Directors who have been longest in office since their appointment or (if more recent) their last election, but as between persons who were appointed (or re-elected) on the same day those to retire shall (unless otherwise agreed between them) be determined by lot,

and each such retiring Director may offer himself for re-election by the members.

56.3 A retiring Director shall be eligible for re-election. A retiring Director who is re-elected shall be treated as continuing in office without a break. A retiring Director who is not re-elected shall retain office until the meeting elects someone in his place or, if it does not do so, until the end of the meeting.

56.4 At the annual general meeting at which any Director retires pursuant to Article 56.1 the Company may appoint a person to the vacated office, fill any vacancies in the office of Director or appoint additional Directors, provided that the maximum number fixed in accordance with Article 39.1 is not exceeded. The Company may also at any general meeting, if notice has been duly given, fill any vacancies in the office of Director, or appoint additional Directors, provided that the maximum number fixed in accordance with Article 39.1 is not exceeded.

56.5 No person, other than a Director retiring at the meeting or a person who is recommended by the Directors for election, shall be eligible for election to the office of Director at any general meeting unless, not less than seven nor more than 42 days before the day appointed for the meeting, there shall have been left at the office notice in writing, signed by a Member duly qualified to attend and vote at such meeting, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

## **57 Removal of a Director by the Company in general meeting**

57.1 The Company may, in accordance with and subject to the provisions of the Statutes, by ordinary resolution, of which special notice has been given in accordance with the Statutes, remove any Director (including a managing or other executive Director) before the expiration of his period of office (notwithstanding anything in these Articles or in any agreement between the Company and such Director but without prejudice to any claim for damages in respect of the breach of any such agreement), and may by ordinary resolution appoint another person in his place.

57.2 In addition to the power referred to in Article 57.1, the Company may by special resolution remove any Director before the expiration of his period of office (notwithstanding anything in these Articles or in any agreement between the Company and such Director but without prejudice to any claim for damages in respect of the breach of any such agreement), and may, subject to the provisions of these Articles, by ordinary resolution appoint another person in his place.

## **58 Disqualification of directors**

58.1 The office of a Director shall be vacated if the Director:

- 58.1.1 is declared bankrupt or applies for an interim order under the Insolvency Act 1986 or makes a proposal for the adoption of a voluntary arrangement under the Insolvency Act 1986;
- 58.1.2 a registered medical practitioner who is treating that Director gives a written opinion to the Company stating that the Director has become physically or mentally incapable of acting as a director and may remain so for more than three months, or he is or has been suffering from mental or physical ill health and the Directors resolve that his office be vacated;
- 58.1.3 becomes prohibited from being a Director by reason of any order made under the Company Directors Disqualification Act 1986;
- 58.1.4 is convicted of an indictable offence (unless it is an offence which, in the opinion of the Directors, does not affect his character or position as a Director of the Company);
- 58.1.5 is absent from meetings of the Directors for a period of six months (without leave having been given by a resolution of the Directors and whether or not his alternate Director appointed by him attends) and the Directors resolve that his office be vacated;
- 58.1.6 resigns his office by notice in writing left or received at the office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a meeting of the Directors or he in writing offers to resign and the Directors accept such resignation;
- 58.1.7 is removed from office under s.168 of the Act or as provided in Article 57;
- 58.1.8 is requested in writing by a majority of the other Directors to resign his office; or
- 58.1.9 he only held office for a fixed term and such term expires,

but any act done in good faith by a Director whose office is so vacated shall be valid unless, prior to the doing of such act, written notice shall have been given to the Company or an entry shall have been made in the Directors' minute book stating that such Director has ceased to be a Director of the Company.

- 58.2 If the office of a Director is vacated for any reason, he shall cease to be a member of any committee of the Directors.
- 58.3 A resolution of the Directors declaring a Director to have vacated office under the terms of this Article shall be conclusive as to the fact and ground of vacation stated in the resolution.

## 59 **Directors may act notwithstanding vacancy**

The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as the number of Directors is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

## 60 **Secretary**

- 60.1 The Directors shall appoint, and may remove at their discretion, a Secretary, or two persons to act jointly as Secretary and shall fix his or their remuneration and terms and conditions of employment.
- 60.2 Anything required or authorised to be done by the Secretary by the Statutes or these Articles may if there are joint Secretaries in office be done by either of them.

- 60.3 A provision of the Statutes or these Articles requiring or authorising a thing to be done by a Director and the Secretary shall not be satisfied by its being done by the same person acting both as Director and as, or in place of, the Secretary.

## 61 **Attorneys**

The Directors may from time to time by power of attorney executed under the seal or otherwise by the Company as its deed appoint any company, firm or person or body of persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and on such terms (including as to remuneration) and conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may decide and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

## 62 **Authentication of documents**

- 62.1 Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee and any books, records, documents and accounts relating to the business of the Company, and to certify copies of them or extracts from them as true copies or extracts. Where any books, records, documents or accounts are elsewhere than at the office, the manager or other officer of the Company having the custody of them shall be deemed to be a person appointed by the Directors under this Article.
- 62.2 A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or the Directors or any committee which is certified as such in accordance with Article 62.1 shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting.
- 62.3 The Directors may decide the terms and conditions upon which a document in electronic form which is required to be executed or signed is to be treated as validly executed or signed.

## 63 **Company seals**

- 63.1 The Company may exercise the powers conferred by the Statutes with regard to having a common seal, official seal for use outside the United Kingdom, or official seal for securities and such powers shall be vested in the Directors. The Directors shall provide for the safe custody of the seals from time to time.
- 63.2 The common seal shall not be affixed to any instrument except by the express authority of a resolution of the Directors or of a committee of the Directors. Every instrument to which the common seal is so affixed (subject to the provisions of Article 12) shall be signed by two Directors, or one Director and the Secretary, or by one Director in the presence of a witness who attests the signature or by such other person or persons as the Directors may appoint for the purpose. Any instrument to which an official seal is applied need not, unless the Directors otherwise decide or the law otherwise requires, be signed by any person.
- 63.3 Subject always to Article 12, certificates for shares of the Company and (subject to the terms or conditions of their issue) debentures or other forms of security may at the discretion of the Directors be issued without any signature or counter-signature.

## 64 **Pensions and benefits**

- 64.1 Without prejudice to the generality of Article 40, the Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits (whether by

insurance or otherwise and whether similar to the foregoing or not) to any persons who are or have at any time been employed by or in the service of the Company (including Directors who have held any executive office under the Company) and to the wives, husbands, civil partners, widows, widowers, children and other relatives and dependants of any such persons and may set up, establish, join with other companies (being subsidiary undertakings of the Company or companies with which it is associated in business), support and maintain pension, superannuation or other funds or schemes (whether contributory or non-contributory) and pay premiums for the benefit of such persons or any of them or any class of them.

- 64.2 Any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and the receipt of any such benefit shall not disqualify any person from being or becoming a Director. Any such pension or the participation in any such funds or schemes may, as the Directors consider desirable, be granted to an employee either (i) before, and in anticipation of, or (ii) upon, or at any time after, his actual retirement.

**65 Provision for employees on cessation or transfer of business**

- 65.1 The Directors may exercise any power conferred on the Company by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

**66 Subsidiary undertakings**

The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on as or through one or more subsidiary undertakings, and they may, on behalf of the Company, make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing, assisting or subsidising any such subsidiary undertaking or guaranteeing its contracts, obligations or liabilities, and they may appoint, remove and re-appoint any persons (whether Directors or not) to act as directors, managing directors or managers of any such subsidiary undertaking or any other company in which the Company may be interested and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any persons so appointed, and any Directors may retain any remuneration so payable to them.

**67 Local and other directors**

The Directors may, from time to time, pursuant to this Article appoint any other persons to any post with such descriptive title including that of director (whether as local, associate, executive, group, divisional, departmental, deputy, assistant, advisory director or otherwise) as the Directors may determine and may define, limit, vary and restrict the powers, authorities and discretions of persons so appointed and may fix and determine their remuneration and duties, and subject to any contract between him and the Company may remove from such post any person so appointed. A person so appointed shall not be a Director of the Company for any of the purposes of these Articles or of the Statutes.

**68 Overseas branch register**

Subject to the provisions of the Statutes, the Company may keep an overseas, local or other register, and the Directors may make and vary such provisions as they may think fit respecting the keeping of any such register.

**69 Borrowing powers**

The Directors may exercise all the powers of the Company to borrow money or raise money, to guarantee, to indemnify and to mortgage or charge all or any part of its undertaking, property and assets (present and future) and uncalled capital and to create and

issue debentures and other securities whether outright or as security (principal or collateral) for any debt, liability or obligation of the Company or any third party.

**70 Bonds, debentures, etc. to be subject to control of Directors**

Subject to the provisions of the Statutes, any debentures or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

**71 Dividends**

71.1 Subject to the Statutes and the rights of the holders of any shares entitled to any priority, preference or special privileges, and to the terms of issue of any shares:

71.1.1 all dividends shall be declared and paid to the Members in proportion to the amounts paid up (as to nominal value) on the shares held by them respectively. No amount paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share;

71.1.2 all dividends shall be apportioned and paid proportionately to the amounts paid up (as to nominal value) on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend from a particular date, or *pari passu* as regards dividends with a share already issued, it shall rank accordingly; and

71.1.3 dividends may be declared or paid in any currency. The Directors may decide the rate of exchange for any currency conversions that may be required and how any costs involved are to be met.

71.2 The Directors shall lay before the Company in general meeting a recommendation as to the amount (if any) which they consider should be paid by way of dividend, and the Company in general meeting may declare the dividend to be paid, but such dividend shall not exceed the amount recommended by the Directors.

71.3 No dividend, interim dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

**72 Interim dividends**

72.1 The Directors may from time to time pay to the Members, or any class of Members, such interim dividends as appear to the Directors to be justified by the profits of the Company.

72.2 If at any time the capital of the Company is divided into different classes of shares, the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on their holders deferred or non-preferred rights as well as in respect of those shares which confer on their holders preferential or special rights with regard to dividends, and provided that the Directors act *bona fide* they shall not incur any responsibility to the holders of any shares for any damage that they may suffer by reason of the payment of an interim dividend on any shares.

72.3 The Directors may also pay half yearly or at other suitable intervals to be determined by them any dividend which may be payable at a fixed rate if they are of the opinion that the profits justify the payment.

**73 Right to retain dividend in certain cases**

- 73.1 The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- 73.2 The Directors may retain the dividends payable upon shares in respect of which any person is, under the provisions as to the transmission of shares contained in these Articles, entitled to become a Member, or which any person is under those provisions entitled to transfer, until such person shall become a Member in respect of such shares or shall transfer the same.

**74 Method of payment of dividends**

- 74.1 Any dividend or other money payable in respect of a share may be paid by cheque or warrant or similar financial instrument sent by ordinary post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register or to such person and to such address as the person or persons entitled may in writing direct. Every cheque or warrant or similar financial instrument shall be made payable to, or to the order of, the person or persons entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the person who is first named in the register or to such other person as the person or persons entitled may in writing direct. Every cheque or warrant or similar financial instrument is sent at the risk of the person entitled to the money represented by it.
- 74.2 Any such dividend or other money may be paid by any other method (including by direct debit, bank or other funds transfer or payment system or otherwise electronically) which the Directors consider appropriate (including in respect of uncertificated shares, where the Directors are authorised to do so by or on behalf of the holder or joint holders in such manner as the Directors shall from time to time consider sufficient, by means of the relevant system concerned and subject always to the facilities and requirements of that relevant system).
- 74.3 Payment by direct debit, bank or other funds transfer or payment system or otherwise electronically pursuant to Article 74.2 shall be made to the bank or other account of the person otherwise entitled to receive payment by cheque or warrant or similar financial instrument pursuant to this Article 74 details of which account have been provided to the Company in writing by the person entitled to receive the same, save in respect of payments through a relevant system which shall be made in such manner as is consistent with the facilities and requirements of the relevant system, including by the sending of an instruction to the operator of the relevant system to credit the cash memorandum account of the person entitled to receive payment or to such other person as the person or persons entitled may in writing direct. The Company shall not be responsible for any sums lost or delayed in the course of payment by any such system or other means or where it has acted on such details provided to the Company.
- 74.4 In respect of the payment of any dividend or other sum which is a distribution, the Directors may decide, and notify the holder (or joint holders), that:
- 74.4.1 one or more of the means described in Articles 74.1 to 74.3 will be used for payment and a holder (or joint holders) may elect to receive the payment by one of the means so notified in the manner prescribed by the Directors;
- 74.4.2 one or more of such means will be used for the payment unless a holder (or joint holders) elects otherwise in the manner prescribed by the Directors; or
- 74.4.3 one or more of such means will be used for the payment and that holders will not be able to elect otherwise.

The Directors may for this purpose decide that different methods of payment may apply to different holders or groups of holders.

74.5 In the event that:

74.5.1 a holder (or joint holders) does not specify an address, or does not specify an account of a type prescribed by the Directors, or other details necessary in order to make a payment of a dividend or other distribution by the means by which the Directors have decided in accordance with this Article that a payment is to be made, or by which the holder (or joint holders) has validly elected to receive payment, and such address or details are necessary in order for the Company to make the relevant payment in accordance with such decision or election; or

74.5.2 if payment cannot be made by the Company using the details provided by the holder (or joint holders),

then the dividend or other distribution shall be treated as unclaimed for the purposes of these Articles.

74.6 The Company may cease to send any cheque or warrant or similar financial instrument (or to use any other method of payment including payment by means of a relevant system) for any dividend payable in respect of a share if, in respect of at least two consecutive dividends payable on that share, the cheque or warrant or similar financial instrument has been returned undelivered or remains uncashed (or that other method of payment has failed), or after only one occasion if reasonable enquiries by the Company have failed to establish any new address of the registered holder, but, subject to the provisions of these Articles, shall recommence sending cheques or warrants or similar financial instruments (or using another method of payment) for dividends payable on that share if the person or persons entitled so request.

74.7 Payment by such cheque or warrant or similar financial instrument or the collection of funds from, or transfer of funds by, any bank or other person so authorised on behalf of the Company in accordance with such direct debit, bank or other funds transfer or payment system or by electronic means (including the making of a payment in accordance with the facilities and requirements of a relevant system) shall be an absolute discharge to the Company.

74.8 Any one of joint holders or other persons jointly entitled to a share as aforesaid may give valid receipts for any dividend or other money payable in respect of the share.

74.9 All dividends or other moneys payable on or in respect of a share which remain unclaimed may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. Payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it and the Company will not be liable to pay interest on it. Any dividend unclaimed after a period of 12 years from the date of declaration of such dividend, or from the date such dividend becomes due for payment, shall be forfeited and shall revert to the Company unless the Directors decide otherwise.

## 75 **Distribution of assets in kind**

A general meeting declaring a dividend may, upon the recommendation of the Directors, direct, and the Directors may in relation to any interim dividend direct, that it shall be satisfied wholly or partly by the distribution of specific assets (and, in particular, of paid up shares or debentures of any other company) and, where any difficulty arises in regard to the distribution, the Directors may (i) settle the same as they think fit and fix the value for distribution of any assets, (ii) determine that cash shall be paid to any Member upon the basis of the value so fixed in order to adjust the rights of Members, (iii) vest any assets in trustees and (iv) authorise any person to sell and transfer any fractions, issue fractional certificates or disregard fractional entitlements altogether.



## 76 **Reserve fund**

Before recommending a dividend the Directors may set aside any part of the net profits of the Company to a reserve fund, and may apply the same either by employing it in the business of the Company or by investing it in such manner as they think fit, and the income arising from such reserve fund shall be treated as part of the gross profits of the Company. Such reserve fund may, subject to the Statutes, be applied for the purpose of maintaining the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, equalising dividends, paying special dividends or bonuses, or for any other purpose for which the profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undistributed profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profits which they shall not think fit to distribute or to place to reserve.

## 77 **Capitalisation of reserves**

77.1 Subject to the provisions of the Statutes, the Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount from time to time standing to the credit of any of the Company's reserve funds or reserve accounts (including any undistributable reserves) or to the credit of the profit and loss account (not being required for the payment of or provision for any fixed preferential dividend and whether or not available for distribution) and accordingly that such sum be applied:

77.1.1 on behalf of the Members who would have been entitled to it if distributed by way of dividend and in the same proportion either in or towards paying up any amounts from time to time unpaid on any shares held by such Members respectively or paying up in full shares or debentures or other obligations of the Company to be allotted and issued credited as fully paid up to and among such Members in the proportion aforesaid or partly in the one way and partly in the other; or

77.1.2 otherwise as directed by such resolution

and in each case the Directors shall give effect to such resolution. Provided that a share premium account and a capital redemption reserve and any other fund representing undistributable reserves or profits not available for distribution may, for the purposes of this Article, only be applied in the paying up of shares to be allotted to Members as fully paid shares. Where the amount capitalised is applied in paying up in full shares of the Company to be allotted and issued credited as fully paid up, the Company shall be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of Members to the distribution shall be calculated accordingly.

77.2 The following provisions of this Article (which are without prejudice to the generality of the provisions of Article 77.1) apply:

77.2.1 where a person is granted pursuant to an employees' share scheme a right to subscribe for shares in the Company in cash at a subscription price less than their nominal value; or

77.2.2 where, pursuant to an employees' share scheme, the terms on which any person is entitled to subscribe in cash for shares in the Company are adjusted as a result of a capitalisation issue, rights issue or other variation of capital so that the subscription price is less than their nominal value.

77.3 In any such case the Directors:

77.3.1 may transfer to a reserve account a sum equal to the deficiency between the subscription price and the nominal value of the shares (the "**cash deficiency**")

from the profits or reserves of the Company which are available for distribution and not required for the payment of any preferential dividend; and

- 77.3.2 (subject to Article 77.5) if such transfer is made, shall not apply that reserve account for any purpose other than paying up the cash deficiency upon the allotment of those shares.
- 77.4 Whenever the Company is required to allot shares pursuant to such a right to subscribe, the Directors may (subject to the Statutes) appropriate to capital out of the reserve account an amount equal to the cash deficiency applicable to those shares, apply that amount in paying up the deficiency on the nominal value of those shares and allot those shares credited as fully paid to the person entitled to them.
- 77.5 If any person ceases to be entitled to subscribe for shares as described above, the restrictions on the reserve account shall cease to apply in relation to such part of the account as is equal to the amount of the cash deficiency applicable to those shares.
- 77.6 No right shall be granted under any employees' share scheme under Article 77.2.1 and no adjustment shall be made as mentioned in Article 77.2.2 unless there are sufficient profits or reserves of the Company available for distribution and not required for the payment of any preferential dividend to permit the transfer to a reserve account in accordance with Articles 77.1-77.6 of an amount sufficient to pay up the cash deficiency applicable to the shares concerned.
- 77.7 Following the passing of a resolution as referred to in Article 77.1, the Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are disregarded or the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Directors may authorise any person to enter, on behalf of all the Members interested, into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.
- 78 **Scrip dividends**
- 78.1 Subject to approval by the Company in general meeting and subject to these Articles and to the Act, the Directors may at their discretion offer Members (excluding any Member holding shares as treasury shares) the option to elect to receive in lieu of any dividend on any shares in the capital of the Company (or part of it) an allotment of additional ordinary shares in the capital of the Company credited as fully paid provided that the approval by the Company in general meeting may not be given for a period in excess of five years.
- 78.2 A Member may exercise such option to elect in respect of one dividend only or (if the Directors decide that Members should be so permitted) in respect of all future dividends (a "**continuing election**") which in either case, for the avoidance of doubt, may include an election by means of a relevant system. Subject to Article 78.4, any such continuing election shall cease to have effect upon being revoked by notice in writing delivered by the Member to, or received at, the office or such other place as the Company may direct from time to time.
- 78.3 The number of ordinary shares in the capital of the Company to be allotted in lieu of any amount of dividend shall be determined by the Directors so that the value of such shares shall equal (as nearly as possible without exceeding) such amount (disregarding any tax credits) and for this purpose the value of an ordinary share shall be deemed to be the average of the middle market quotations of such shares as shown in the Daily Official List of the London Stock Exchange (adjusted as below) (or any other publication of a recognised investment exchange showing quotations for the Company's ordinary shares) on the ex-dividend date and on the next four business days (and each such middle market quotation as is not "ex-dividend" shall be adjusted by deducting therefrom the cash amount of such

dividend per share), or in such other manner as the Directors may determine on such basis as they consider to be fair and reasonable. A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the auditors may rely on advice or information from brokers or other sources of information as they think fit.

- 78.4 The Directors, after determining the maximum number of ordinary shares in the capital of the Company to be allotted, shall give notice to the Members of the option to elect accorded to them and shall send with such notice forms of election which specify the procedure to be followed which, for the avoidance of doubt, shall include an election by means of a relevant system and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective. If appropriate such notice will also refer to the fact that any continuing elections remain in effect and specify the place at which and the latest date and time by which notices of revocation must be lodged if the continuing election is not to apply in respect of the dividend in question. The accidental omission to send or supply notice of any right of election to, or the non-receipt of any such notice by, a Member entitled to the same shall neither invalidate any offer of an election nor give rise to any claim, suit or action (even if the Company becomes aware of such failure to send or supply or non-receipt).
- 78.5 The Directors shall allot to the holders of those shares in respect of which the share election has been or is duly exercised in lieu of the dividend (or that part of the dividend in respect of which the right of election has been accorded) such number of additional ordinary shares in the capital of the Company determined in accordance with this Article 78 and for such purpose the Directors shall appropriate and capitalise out of any reserve or fund whether or not the same is distributable (including any share premium account or capital redemption reserve or profit and loss account) as they shall determine an amount equal to the aggregate nominal amount of the additional ordinary shares to be so allotted and apply the same in paying up in full the appropriate number of ordinary shares for allotment and distribution to and amongst those Members who have given notices of election, such additional ordinary shares to rank *pari passu* in all respects with the fully paid ordinary shares in the capital of the Company then in issue save only as regards participation in the relevant dividend.
- 78.6 The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are disregarded or the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Directors may authorise any person to enter, on behalf of all the Members interested, into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.
- 78.7 The Directors may decide how any costs relating to the new shares available in place of a cash dividend will be met, including to deduct an amount from the entitlement of a Member under this Article.
- 78.8 The Directors may on any occasion determine that rights of election shall not be made available to any Members with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of rights of election would or might be unlawful or that for any other reason the rights of election should not be made available to them and in any such event the provisions aforesaid shall be construed subject to such determination.
- 78.9 The Directors may terminate, suspend or amend any offer to elect to receive ordinary shares in lieu of any dividend at any time before new ordinary shares are allotted in respect of any part of a dividend.

79 **Record dates**

- 79.1 Notwithstanding any other provision of these Articles but without prejudice to the rights attached to any shares and subject always to the Act, the Company or the Directors may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made. The power to fix any such record date shall include the power to fix a time on the chosen date.
- 79.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, interest, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution allotment or issue is made.

80 **Inspection of accounting records**

The Directors may from time to time determine whether and to what extent and at what times and places, and on what conditions, the accounting records of the Company, or any of them, shall be open to the inspection of the Members (not being Directors), and the Members shall have only such rights of inspection as are given to them by the Statutes or by order of a court of competent jurisdiction or by ordinary resolution of the Company or by such determination of the Directors.

81 **Strategic report with supplementary material**

Where permitted by the Act, the Company may send or supply copies of its strategic report with supplementary material (in the form and containing the information prescribed by the Act) to Members of the Company instead of copies of its full accounts and reports.

82 **Communication of documents and information**

- 82.1 The company communications provisions (as defined in the Act) shall also apply to any document or information not otherwise authorised or required to be sent or supplied by or to a company under the Companies Acts (as defined in the Act) but to be sent or supplied by or to a company (including the Company) pursuant to these Articles.
- 82.2 The provisions of s.1168 of the Act (hard copy and electronic form and related expressions) shall apply to the Company as if the words “and the Articles” were inserted after the words “the Companies Acts” in ss.1168(1) and 1168(7).
- 82.3 The Company may, where appropriate and subject to the provisions of the Act, send or supply documents or information to Members by making those documents or that information available on a website.
- 82.4 Section 1147 of the 2006 Act shall apply to any document or information to be sent or supplied by the Company to its Members under the Statutes or pursuant to these Articles as if:
- 82.4.1 s.1147(2) were deleted and replaced with the following:
- “Where the document or information is sent by post (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient (a) where first class post was used, 24 hours after it was posted; or (b) where first class post was not used, 48 hours after it was posted.”;
- 82.4.2 in s.1147(3) the words “48 hours after it was sent” were deleted and replaced with the words “when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information. Without prejudice to such deemed receipt, if the Company is aware of the failure in delivery of a

document or information sent by electronic means and has sought to send or supply the document or information by such means at least three times, it shall send the notice in writing by post within 48 hours of the original attempt.”;

82.4.3 a new s.1147(4)(A) were inserted as follows:

“Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered.”;

82.4.4 a new s.1147(4)(B) were inserted as follows:

“Where the document or information is sent or supplied by any other means authorised in writing by the intended recipient, it is deemed to have been received by the intended recipient when the Company has carried out the action it has been authorised to take for that purpose”; and

82.4.5 s.1147(5) were deleted.

82.5 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was properly addressed as required by s.1147(3) of the Act and that the document or information was sent or supplied.

82.6 A document or other information in electronic form found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid.

82.7 A document or other information may be communicated by the Company to the person entitled to a share in consequence of the death or bankruptcy of a Member by communicating it to the representative or representatives of the deceased, or trustee of the bankrupt (either under the Member’s name or under the title of the representative or representatives of the deceased or the trustee of the bankrupt or like description) either:

82.7.1 to the address or address or location (including any number) for communication in electronic form (if any) agreed by the Company with the person claiming to be so entitled for the purpose of such communication; or

82.7.2 (until such an address or location (including any number) has been so agreed) by delivering the document or information in any manner in which the same might have been given if the death or bankruptcy had not occurred,

and in either case, any document or information communicated shall for all purposes be deemed to be sent or supplied to all persons interested (whether jointly with or as claimants through or under him) in the share and shall, notwithstanding that the Member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly sent or supplied in respect of any share registered in the name of that Member as sole or joint holder.

82.8 The Company may at any time and in its sole discretion choose (a) to send or supply documents or information in hard copy form alone to some or all Members and (b) not to send or supply a document or information to a particular Member where it considers this necessary or appropriate to deal with legal, regulatory or practical problems in, or under the laws of, any territory.

82.9 If there is a suspension, interruption or curtailment of postal services within the United Kingdom or some part of the United Kingdom, the Company need only give notice of a general meeting to those Members with whom the Company can communicate by electronic means and who have provided the Company with an address for this purpose. The Company shall also advertise the notice in at least one newspaper with a national circulation

and make it available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment thereof. In any such case the Company shall send confirmatory copies of the notice by post to those members to whom notice cannot be given by electronic means if, at least seven days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

**83 Members with non-UK addresses**

83.1 No Member shall be entitled to have a document or information delivered to him in hard copy or in electronic form at any address not within the United Kingdom. Any Member whose registered address is not within the United Kingdom may, by notice in writing, supply to the Company a postal address within the United Kingdom for the sending or supplying of any document or information by post including, where applicable, any notification that a document or information is available on a website. Any such postal address shall, for the purpose of the sending or supplying of any document or information, be deemed to be the Member's registered address.

83.2 A Member who has no registered address within the United Kingdom and has not given notice pursuant to Article 83.1 shall not be entitled to receive any document or information from the Company, unless (i) the directors have resolved to communicate with him by alternative means of communication and (ii) the Member has agreed with the Company to accept communication by such alternative means of communication.

**84 Failure to notify contact details**

84.1 If the Company sends two consecutive, documents or pieces of information to a Member over a period of not less than 12 months and:

84.1.1 each of them is returned undelivered; or

84.1.2 the company receives notification that neither of them has been delivered;

that Member ceases to be entitled to receive documents or information from the Company.

84.2 A Member who has ceased to be entitled to receive documents or information from the Company shall become entitled to receive documents or information again by sending the Company:

84.2.1 a new address to be recorded in the register; or

84.2.2 if the Member has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs to use that means of communication effectively.

**85 Failure in communication**

The Company shall not be responsible for any failure in communication beyond its control. Any accidental failure to send any document or information to any person entitled to it under these Articles, or the non-receipt by any such person of such document or information, shall be disregarded.

**86 Communications by a relevant system**

86.1 Subject to the Statutes and to the provisions of these Articles, the Company may also communicate a document or information to a Member by a relevant system, provided that the Member has agreed with the Company to accept communication by a relevant system either in relation to the particular communication concerned or in relation to communications generally or in relation to the particular class of communications which includes the particular communication concerned.

86.2 If a document or information is sent by a relevant system, it shall be treated as being delivered when the Company (or a sponsoring system-participant acting on its behalf) sends the issuer-instruction relating to the document or information.

86.3 In proving delivery of a document or information by a relevant system, it shall be sufficient to show that it was properly addressed and put into the relevant system with any fee or charge payable for communication paid or otherwise accounted for.

## 87 **Members on branch registers**

For a Member registered on a branch register, documents or information can be posted or despatched in the United Kingdom or in the country where the branch register is kept.

## 88 **Record date for service**

Any document or information may be sent or supplied by the Company by reference to the register as it stands at any time not more than 21 days before the date of the sending or supplying. No change in the register after that time shall invalidate that sending or supplying. Where any document or information is sent or supplied to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further sending or supplying of that notice document or other information.

## 89 **Destruction of documents**

89.1 Subject (in the case of documents relating to uncertificated shares) to the provisions of, and compliance with, the uncertificated securities rules, the Company shall be entitled to destroy the following documents at the following times:

89.1.1 registered instruments of transfer or instructions or notifications made in accordance with the relevant system relating to the transfer of shares and any other documents which were the basis for making an entry on the register: at any time after the expiration of six years from the date of their registration;

89.1.2 allotment letters: at any time after the expiration of six years from the date of their issue;

89.1.3 dividend mandates, powers of attorney, grants of probate and letters of administration: at any time after the account to which the relevant mandate, power of attorney, grant of probate or letters of administration related has been closed;

89.1.4 proxy forms (whether lodged in electronic form or otherwise): where no poll is held, at any time after the expiration of one month after the date of the meeting to which the proxy relates; where a poll is held, at any time after the expiration of one year after the date of the meeting to which the proxy relates.

89.1.5 notifications of change of address: at any time after the expiration of two years from the date on which the change is recorded by the Company; and

89.1.6 cancelled share certificates: at any time after the expiration of one year from the date the cancellation is made by the Company.

89.2 Any document referred to above may, subject to the Statutes, be destroyed before the end of the relevant period so long as a copy of such document (whether made electronically, by microfilm, by digital imaging or by any other means) has been made and is retained until the end of the relevant period.

89.3 It shall conclusively be presumed in favour of the Company:

- 89.3.1 that every entry in the register purporting to be made on the basis of any such documents so destroyed was duly and properly made;
- 89.3.2 that every such document so destroyed was valid and effective and had been duly and properly registered, cancelled, or recorded, as the case may be, in the books or records of the Company.
- 89.4 The provisions of Articles 89.1 and 89.3 shall apply to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.
- 89.5 Nothing in this Article 87 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances, which would not attach to the Company in the absence of this Article 87.
- 89.6 References in this Article 87 to the destruction of any document include the disposal of it in any manner.

## 90 Indemnities and insurance

- 90.1 To the extent permitted by the Statutes, the Company:
  - 90.1.1 may indemnify:
    - 90.1.1.1 any Director or former director or other officer of the Company;
    - 90.1.1.2 any Director or former director or other officer of an associated company; or
    - 90.1.1.3 trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company against any liability;
  - and
  - 90.1.2 may purchase and maintain insurance against any liability for any Director or former director or other officer of the Company or an associated company or trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company.
- 90.2 No Director or former director or other officer of the Company or an associated company shall be accountable to the Company or the Members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director. This Article 90 is without prejudice to any indemnity to which any person may otherwise be entitled.

## 91 Winding up

If the Company is wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied, first, in repaying to the Members the amounts paid up (as to nominal value) on the shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions of this Article shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

## 92 Real Estate Investment Trust

- 92.1 It is a cardinal principle that, for so long as the Company is a company UK REIT or the principal company of a group UK REIT, for the purposes of part 12 of the Tax Act, the Company should not be liable to pay tax under section 551 of the Tax Act on or in connection with the making of a Distribution.



- 92.2 This Article supports such cardinal principle by, among other things, imposing restrictions and obligations on the shareholders of the Company and, indirectly, certain other Persons who may have an interest in the Company, and shall be construed accordingly so as to give effect to such cardinal principle.
- 92.3 For the purposes of this Article only, the following words and expressions shall bear the following meanings (notwithstanding that a different meaning may be given to any such word or expression in another provision of these Articles, but without prejudice to words and expressions as listed in Article 2, where such words and expressions are not defined in this Article):

**Distribution:** any dividend or other distribution on or in respect of the shares of the Company and references to a Distribution being paid include a distribution not involving a cash payment being made.

**Distribution Transfer:** a disposal or transfer (however effected) by a Person of his rights to a Distribution from the Company such that he is not beneficially entitled (directly or indirectly) to such a Distribution and no Person who is so entitled subsequent to such disposal or transfer (whether the immediate transferee or not and whether as a result of the transfer or not) is a Substantial Shareholder.

**Distribution Transfer Certificate:** a certificate in such form as the Directors may specify from time to time to the effect that the relevant Person has made a Distribution Transfer, which certificate may be required by the directors to satisfy them that a Substantial Shareholder is not beneficially entitled (directly or indirectly) to a Distribution.

**Excess Charge:** means, in relation to a Distribution which is paid or payable to a Person, all tax or other amounts which the Directors consider may become payable by the Company under section 551 of the Tax Act and any interest, penalties, fines or surcharge attributable to such tax as a result of such Distribution being paid to or in respect of that Person.

**HMRC:** Her Majesty's Revenue & Customs.

**interest in the Company:** includes, without limitation, an interest in a Distribution made or to be made by the Company.

**Person:** a natural person, a corporation, partnership or other entity or organisation of any kind incorporated or unincorporated and wherever domiciled.

**Relevant Registered Shareholder:** a shareholder who holds all or some of the shares in the Company that comprise a Substantial Shareholding (whether or not a Substantial Shareholder).

**Reporting Obligation:** any obligation from time to time of the Company to provide information or reports as a result of or in connection with the Company's status as a UK REIT or the principal company in a group UK REIT.

**Substantial Shareholder:** any Person whose interest in the Company, whether legal or beneficial, direct or indirect, may cause the Company to be liable to pay tax under section 551 of the Tax Act on or in connection with the making of a Distribution to or in respect of such Person including, at the date of adoption of this Article, any holder of excessive rights as defined in section 553 of the Tax Act.

**Substantial Shareholding:** the shares in the Company in relation to which or by virtue of which (in whole or in part) a Person is a Substantial Shareholder.

**Tax Act:** the United Kingdom Corporation Tax Act 2010 (as such legislation may be modified, extended, supplemented or replaced or re-enacted from time to time).

- 92.4 Where under this Article any certificate or declaration may be or is required to be provided by any Person (including, without limitation, a Distribution Transfer Certificate), such certificate or declaration may be required by the Directors (without limitation) to:
- 92.4.1 be addressed to the Company, the Directors or such other Persons as the Directors may determine (including HMRC);
  - 92.4.2 include such information as the Directors consider is required for the Company to comply with any Reporting Obligation;
  - 92.4.3 contain such legally binding representations and obligations as the Directors may determine;
  - 92.4.4 include an undertaking to notify the Company if the information in the certificate or declaration becomes incorrect, including prior to such change;
  - 92.4.5 be copied or provided to such Persons as the Directors may determine (including HMRC); and
  - 92.4.6 be executed in such form (including as a deed or deed poll) as the Directors may determine.
- 92.5 This Article shall apply notwithstanding any provisions to the contrary in any other Article.

**Notification of Substantial Shareholder and other status**

- 92.6 Each shareholder and any other relevant Person shall serve notice in writing on the Company at the registered office on:
- 92.6.1 him becoming a Substantial Shareholder or him being a Substantial Shareholder on the date this Article comes into effect (together with the percentage of voting rights, share capital or dividends he controls or is beneficially entitled to, details of the identity of the shareholder(s) who hold(s) the relevant Substantial Shareholding and such other information, certificates or declarations as the Directors may require from time to time);
  - 92.6.2 him becoming a Relevant Registered Shareholder or being a Relevant Registered Shareholder on the date this Article comes into effect (together with such details of the relevant Substantial Shareholder and such other information, certificates or declarations as the Directors may require from time to time); and
  - 92.6.3 any change to the particulars contained in any such notice, including on the relevant Person ceasing to be a Substantial Shareholder or a Relevant Registered Shareholder.

Any such notice shall be delivered by the end of the second Business Day after the day on which the Person becomes a Substantial Shareholder or a Relevant Registered Shareholder (or the date this Article comes into effect, as the case may be) or the change in relevant particulars or within such shorter or longer period as the Directors may specify from time to time.

- 92.7 The Directors may at any time give notice in writing to any Person requiring him, within such period as may be specified in the notice (being seven days from the date of service of the notice or such shorter or longer period as the Directors may specify in the notice), to deliver to the Company at the office such information, certificates and declarations as the Directors may require to establish whether or not he is a Substantial Shareholder or a Relevant Registered Shareholder or to comply with any Reporting Obligation. Each such Person shall deliver such information, certificates and declarations within the period specified in such notice.

## **Distributions in respect of Substantial Shareholdings**

- 92.8 In respect of any Distribution, the Directors may, if the Directors determine that the condition set out in Article 92.9 is satisfied in relation to any shares in the Company, withhold payment of such Distribution on or in respect of such shares. Any Distribution so withheld shall be paid as provided in Article 92.10 and until such payment the Persons who would otherwise be entitled to the Distribution shall have no right to the Distribution or its payment.
- 92.9 The condition referred to in Article 92.8 is that, in relation to any shares in the Company and any Distribution to be paid or made on and in respect of such shares, the Directors:
- 92.9.1 believe that such shares comprise all or part of a Substantial Shareholding of a Substantial Shareholder; and
  - 92.9.2 are not satisfied that such Substantial Shareholder would not be beneficially entitled to the Distribution if it was paid,
- and furthermore if the shares comprise all or part of a Substantial Shareholding in respect of more than one Substantial Shareholder, this condition shall be satisfied in respect of all such Substantial Shareholders.
- 92.10 If a Distribution has been withheld on or in respect of any shares in the Company in accordance with Article 92.8, it shall be paid as follows:
- 92.10.1 if it is established to the satisfaction of the Directors that the condition in Article 92.9 is not satisfied in relation to such shares, the whole amount of the Distribution withheld shall be paid;
  - 92.10.2 if the Directors are satisfied that sufficient interests in all or some of the shares concerned have been transferred to a third party so that such transferred shares no longer form part of the Substantial Shareholding, the Distribution attributable to such transferred shares shall be paid (provided the Directors are satisfied that following such transfer such transferred shares concerned do not form part of a Substantial Shareholding); and
  - 92.10.3 if the Directors are satisfied that as a result of a transfer of interests in shares referred to in Article 92.10.2 above the remaining shares no longer form part of a Substantial Shareholding, the Distribution attributable to such remaining shares shall be paid.
- In this Article 92.10, references to the “transfer” of a share include the disposal (by any means) of beneficial ownership of, control of voting rights in respect of and beneficial entitlement to dividends in respect of, that share.
- 92.11 A Substantial Shareholder may satisfy the Directors that he is not beneficially entitled to a Distribution by providing a Distribution Transfer Certificate. The Directors shall be entitled to (but shall not be bound to) accept a Distribution Transfer Certificate as evidence of the matters therein stated and the Directors shall be entitled to require such other information, certifications or declarations as they think fit.
- 92.12 The Directors may withhold payment of a Distribution on or in respect of any shares in the Company if any notice given by the Directors pursuant to Article 92.7 in relation to such shares shall not have been complied with to the satisfaction of the Directors within the period specified in such notice. Any Distribution so withheld will be paid when the notice is complied with to the satisfaction of the Directors unless the Directors withhold payment pursuant to Article 92.8 and until such payment the Persons who would otherwise be entitled to the Distribution shall have no right to the Distribution or its payment.
- 92.13 If the Directors decide that payment of a Distribution should be withheld under Articles 92.8 or Article 92.12 they shall within five Business Days give notice in writing of that decision to the Relevant Registered Shareholder.

- 92.14 If any Distribution shall be paid on a Substantial Shareholding and an Excess Charge becomes payable, the Substantial Shareholder shall pay the amount of such Excess Charge and all costs and expenses incurred by the Company in connection with the recovery of such amount to the Company on demand by the Company. Without prejudice to the right of the Company to claim such amount from the Substantial Shareholder, such recovery may be made out of the proceeds of any disposal pursuant to Article 92.21 or out of any subsequent Distribution in respect of the shares to such Person or to the holders of all shares in relation to or by virtue of which the Directors believe that Person has an interest in the Company (whether that Person is at that time a Substantial Shareholder or not).

#### **Distribution trust**

- 92.15 If a Distribution is paid on or in respect of a Substantial Shareholding (except where the Distribution is paid in circumstances where the Substantial Shareholder is not beneficially entitled to the Distribution), the Distribution and any income arising from it shall be held by the payee or other recipient to whom the Distribution is transferred by the payee on trust absolutely for the Persons nominated by the Substantial Shareholder under Article 92.16 in such proportions as the Substantial Shareholder shall in the nomination direct or, subject to and in default of such nomination being validly made within 12 years after the date the Distribution is made, for the Company or such other Persons as may be nominated by the Directors from time to time.
- 92.16 The Substantial Shareholder in respect of which a Distribution is paid shall be entitled to nominate in writing any two or more Persons (not being Substantial Shareholders) to be the beneficiaries of the trust on which the Distribution is held under Article 92.15 and the Substantial Shareholder may in any such nomination state the proportions in which the Distribution is to be held on trust for the nominated Persons, failing which the Distribution shall be held on trust for the nominated Persons in equal proportions. No Person may be nominated under this Article who is or would, on becoming a beneficiary in accordance with the nomination, become a Substantial Shareholder. If the Substantial Shareholder making the nomination is not by virtue of Article 92.15 the trustee of the trust, the nomination shall not take effect until it is delivered to the Person who is the trustee.
- 92.17 Any income arising from a Distribution which is held on trust under Article 92.15 shall until the earlier of (i) the making of a valid nomination under Article 92.16 and (ii) the expiry of the period of 12 years from the date when the Distribution is paid, be accumulated as an accretion to the Distribution. Income shall be treated as arising when payable, so that no apportionment shall take place.
- 92.18 No Person who by virtue of Article 92.15 holds a Distribution on trust shall be under any obligation to invest the Distribution or to deposit it in an interest-bearing account.
- 92.19 No Person who by virtue of Article 92.15 holds a Distribution on trust shall be liable for any breach of trust unless due to his own fraud or wilful wrongdoing or, in the case of an incorporated Person, the fraud or wilful wrongdoing of its directors, officers or employees.

#### **Obligation to dispose**

- 92.20 If, at any time, the Directors believe that:
- 92.20.1 in respect of any Distribution declared or announced, the condition set out in Article 92.9 is satisfied in respect of any shares in the Company in relation to that Distribution;
- 92.20.2 a notice given by the Directors pursuant to Article 92.7 in relation to any shares in the Company has not been complied with to the satisfaction of the Directors within the period specified in such notice; or
- 92.20.3 any information, certificate or declaration provided by a Person in relation to any shares in the Company for the purposes of the preceding provisions of this

Article 92 (Real estate investment trust) was materially inaccurate or misleading,

the Directors may give notice in writing (a “**Disposal Notice**”) to any Persons they believe are Relevant Registered Shareholders in respect of the relevant shares requiring such Relevant Registered Shareholders within 21 days of the date of service of the notice (or such longer or shorter time as the Directors consider to be appropriate in the circumstances) to dispose of such number of shares as the Directors may in such notice specify or to take such other steps as will cause the condition set out in Article 92.9 no longer to be satisfied. The Directors may, if they think fit, withdraw a Disposal Notice.

92.21 If:

92.21.1 the requirements of a Disposal Notice are not complied with to the satisfaction of the Directors within the period specified in the relevant notice and the relevant Disposal Notice is not withdrawn; or

92.21.2 a Distribution is paid on a Substantial Shareholding and an Excess Charge becomes payable,

then the Directors may arrange for the Company to sell all or some of the shares to which the Disposal Notice relates or, as the case may be, that form part of the Substantial Shareholding concerned. For this purpose, the Directors may make such arrangements as they deem appropriate. In particular, without limitation, they may authorise any officer or employee of the Company to execute any transfer or other document on behalf of the holder or holders of the relevant share and, in the case of a share in uncertificated form, may make such arrangements as they think fit on behalf of the relevant holder or holders to transfer title to the relevant share through the relevant system.

92.22 Any sale pursuant to Article 92.21 above shall be at the price which the Directors consider is the best price reasonably obtainable and the Directors shall not be liable to the holder or holders of the relevant share for any alleged deficiency in the amount of the sale proceeds or any other matter relating to the sale.

92.23 The net proceeds of the sale of any share under Article 92.21 (less any amount to be retained pursuant to Article 92.14 and the expenses of sale) shall be paid over by the Company to the former holder or holders of the relevant share upon surrender of any certificate or other evidence of title relating to it, without interest. The receipt of the Company shall be a good discharge for the purchase money.

92.24 The title of any transferee of shares shall not be affected by an irregularity or invalidity of any actions purportedly taken pursuant to this Article 92 (Real estate investment trust).

#### **General**

92.25 The Directors shall be entitled to assume, without enquiry, unless any Director has reason to believe otherwise, that a Person is not a Substantial Shareholder or a Relevant Registered Shareholder.

92.26 The Directors shall not be required to give any reasons for any decision or determination (including any decision or determination not to take action in respect of a particular Person) pursuant to this Article and any such determination or decision shall be final and binding on all Persons unless and until it is revoked or changed by the Directors. Any disposal or transfer made or other thing done by or on behalf of the board of Directors or any Director pursuant to this Article shall be binding on all Persons and shall not be open to challenge on any ground whatsoever.

92.27 Without limiting their liability to the Company, the Directors shall be under no liability to any other Person, and the Company shall be under no liability to any shareholder or any other Person, for identifying or failing to identify any Person as a Substantial Shareholder or a Relevant Registered Shareholder.

- 92.28 The Directors shall not be obliged to serve any notice required under this Article upon any Person if they do not know either his identity or his address. The absence of service of such a notice in such circumstances or any accidental error in or failure to give any notice to any Person upon whom notice is required to be served under this Article shall not prevent the implementation of or invalidate any procedure under this Article.
- 92.29 Any notice required or permitted to be given pursuant to this Article may relate to more than one share and shall specify the share or shares to which it relates.
- 92.30 The Directors may require from time to time any Person who is or claims to be a Person to whom a Distribution may be paid without deduction of tax under Regulation 7 of The Real Estate Investment Trusts (Assessment and Recovery of Tax) Regulations 2006 (as such regulations may be modified, supplemented or replaced from time to time) to provide such information, certificates or declarations as they may require from time to time.

### 93 **Duration of the Company**

- 93.1 At the annual general meeting of the Company following the fifth anniversary of the Admission Date, the Directors shall cause an ordinary resolution to be proposed to the effect that the Company continues in its current form (a “**Continuation Resolution**”).
- 93.2 In the event that the Continuation Resolution is not passed, the Directors will cause a general meeting of the Company to be convened for a date not later than 120 days after the date of the annual general meeting at which such resolution is not passed (or, if adjourned, the date of the adjourned meeting). Prior to, or with the notice for such general meeting the Directors shall send to Members detailed proposals for the voluntary liquidation or other reconstruction or reorganisation of the Company (which proposals may include an opportunity to Members to realise their investment in the Company, a continuation of the Company in a revised form, including, without limitation, a new investment objective and/or policy) (the “**Proposals**”).
- 93.3 At a general meeting of the Company convened pursuant to Article 93.2 the Directors will cause a special resolution to be proposed instructing the Directors to implement the Proposals. If such resolution (in its original or amended form) is not passed as a special resolution:
- 93.3.1 if the Proposals included a voluntary liquidation of the Company, the Company shall continue as closed-ended investment company; or
- 93.3.2 if the Proposals did not include a voluntary liquidation of the Company, the Directors will cause a further general meeting to be convened for a date not later than 60 days after the date of the general meeting convened in accordance with Article 93.2 (or, if adjourned, the date of the adjourned meeting), at which further general meeting the Directors will cause a special resolution to be proposed to implement proposals which include a voluntary liquidation of the Company (and, in the event of such resolution, in its original or amended form, is not passed as a special resolution, the Company shall continue as a closed-ended investment company).