

Company No. 04726380

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SAFESTORE HOLDINGS PLC

Incorporated 8 April 2003

as adopted by special resolution passed on 16 March 2022

Articles of Association produced at the Annual General Meeting dated 16 March 2022, and for the purposes of identification signed by the Chairman.

David Hearn

Chairman

Safestore Holdings plc

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ARTICLES OF ASSOCIATION

OF

SAFESTORE HOLDINGS PLC

(as adopted by Special Resolution dated [16 March] 2022)

PRELIMINARY

1. INTERPRETATION

1.1 In these articles, unless the context otherwise requires:

Act means the Companies Act 2006.

Acts means the Act, the Companies Acts 1985 and 1989 and every other statute (including any orders, regulations or other subordinate legislation made under them) for the time being in force concerning companies and affecting the Company (including, without limitation, the Electronic Communications Act).

address has the same meaning as in section 1148 of the Act and includes, in the case of any Uncertificated Proxy Instruction permitted in accordance with these articles, an identification number of a participant in the relevant system concerned.

articles means these articles of association as altered from time to time.

auditors means the auditors from time to time of the Company.

board means the board of directors from time to time of the Company or the directors present at a duly convened meeting of the directors at which a quorum is present.

business day means a day (not being a Saturday or Sunday) on which clearing banks are open for business in London.

certificated means, in relation to a share, a share which is not in uncertificated form.

clear days means, in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect calculated in accordance with section 360 of the Act.

company includes any body corporate (not being a corporation sole) or association of persons, whether or not a company within the meaning of the Act.

Company means Safestore Holdings PLC.

director means a director of the Company.

Electronic Communications Act means the Electronic Communications Act 2000 (as amended from time to time).

entitled by transmission means, in relation to a share, entitled as a consequence of the death or bankruptcy of a member, or as a result of another event giving rise to a transmission of entitlement by operation of law.

executed includes, in relation to a document, execution under hand or under seal or by any other method permitted by law.

holder means, in relation to a share, the member whose name is entered in the register as the holder of that share.

in writing includes references to printing, typewriting, lithography, photography and any other mode or modes of presenting or reproducing words in a visible and non-transitory form.

information rights has the meaning given to such expression in section 146(3) of the Act.

London Stock Exchange means London Stock Exchange plc.

member means a member of the Company.

nomination notice means a notice given by a member to the Company that another person is entitled to enjoy information rights and to receive shareholder information which that member is entitled to enjoy or to receive.

office means the registered office for the time being of the Company.

paid, paid up and paid up mean paid or credited as paid.

qualifying person means an individual who is a member of the Company, a person authorised under section 323 of the Act to act as the representative of a corporation in relation to a meeting or a person appointed as proxy of a member in relation to the meeting.

recognised person means a recognised clearing house acting in relation to a recognised investment exchange, or a nominee of a recognised clearing house acting in that way, or a nominee of a recognised investment exchange.

register means the register of members of the Company kept pursuant to section 113 of the Act or the issuer register of members and Operator register of members maintained pursuant to Regulation 20 of the Uncertificated Securities Regulations and, where the context requires, any register maintained by the Company or the Operator of persons holding any renounceable right of allotment of a share.

seal means the common seal of the Company or any official or securities seal that the Company may have or may be permitted to have under the Acts.

secretary means the secretary of the Company and includes any joint, assistant or deputy secretary and a person appointed by the board to perform the duties of the secretary.

shareholder information means notices, documents or information which the Company wishes or is required to communicate to shareholders including, without limitation, annual reports and accounts, interim financial statements, summary financial statements, notices of meetings and proxy forms.

uncertificated proxy instruction means a properly authenticated dematerialised instruction, and/or other instruction or notification, sent by means of a relevant system and received by such participant in that system acting on behalf of the Company as the board may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the board (subject always to the facilities and requirements of the relevant system concerned).

Uncertificated Securities Regulations means the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755), as amended from time to time.

uncertificated means, in relation to a share, a share title to which is recorded in the register as being held in uncertificated form and title to which, by virtue of the Uncertificated Securities Regulations, may be transferred by means of a relevant system.

The expressions "**issuer register of members**", "**Operator**", "**Operator instruction**", "**Operator register of members**", "**participating issuer**", "**participating security**" and "**relevant system**" have the same meaning as in the Uncertificated Securities Regulations.

- 1.2** Unless the context otherwise requires words and expressions to which a particular meaning is given by the Act, the Electronic Communications Act or the Uncertificated Securities Regulations in each case as in force when the articles are adopted, shall have the same meaning in the articles except where the word or expression is otherwise defined in the articles.

- 1.3** All references in the articles to the giving of instructions by means of a relevant system shall be deemed to relate to a properly authenticated dematerialised instruction given in accordance with the Uncertificated Securities Regulations. The giving of such instructions shall be subject to:
- 1.3.1** the facilities and requirements of the relevant system;
 - 1.3.2** the Uncertificated Securities Regulations; and
 - 1.3.3** the extent to which such instructions are permitted by or practicable under the rules and practices from time to time of the Operator of the relevant system.
- 1.4** Where an ordinary resolution of the Company is expressed to be required for any purpose, a special resolution is also effective for that purpose.
- 1.5** References to a "**meeting**" shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.
- 1.6** A member is "**present**" at a meeting if the member (being an individual) attends in person or (in the case of a hybrid meeting) by electronic means or if the member (being a corporation) attends by its duly authorised representative, who attends in person or (in the case of a hybrid meeting) by electronic means, or if the member attends by his or its duly appointed proxy, who attends in person or (in the case of a hybrid meeting) by electronic means.
- 1.7** The headings in the articles do not affect the interpretation of the articles.
- 1.8** References to a "**debenture**" include debenture stock.
- 1.9** References to any statutory provision or statute includes all modifications thereto and all re-enactments thereof (with or without modification) and all subordinate legislation made thereunder in each case for the time being in force. This article does not affect the interpretation of article 1.2.
- 1.10** References to "**mental disorder**" mean mental disorder as defined in section 1 of the Mental Health Act 1983 or the Mental Health (Scotland) Act 1984 (as the case may be).
- 1.11** References to an article by number are to a particular article of these articles.
- 1.12** Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa.

2. EXCLUSION OF OTHER REGULATIONS

This document comprises the articles of association of the Company and no regulations contained in any statute or subordinate legislation concerning companies, including the regulations contained in Table A in the schedule to the Companies (Tables A to F)

Uncertificated Securities Regulations 1985 (as amended), apply as articles of association to the Company.

3. REGISTERED OFFICE

The Company's registered office is to be situated in England and Wales.

4. LIMITED LIABILITY

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

5. CHANGE OF NAME

The Company may change its registered name in accordance with the Acts or by majority decision of the board.

SHARE CAPITAL

6. ALLOTMENT

6.1 Subject to the Acts and relevant authority given by the Company in general meeting, the board has general and unconditional authority to allot, grant options over, or otherwise dispose of the unissued shares of the Company, or rights to subscribe for or convert any security into shares, to such persons, at such times and on such terms as the board may decide except that no share may be issued at a discount.

6.2 The board may at any time after the allotment of a share but before a person has been entered in the register as the holder of the share recognise a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation and/or allow the rights represented thereby to be one or more participating securities, in each case on such terms and conditions as the board thinks fit.

7. POWER TO ATTACH RIGHTS

Subject to the Acts and to the rights attached to existing shares, new shares may be issued with, or have attached to them, such rights or restrictions as either the Company may by ordinary resolution decide, or, if no such resolution is passed or so far as any pertinent resolution does not make specific provision, as the board may decide. Such rights and restrictions shall apply to the relevant shares as if the same were set out in these articles.

8. REDEEMABLE SHARES

Subject to the Acts and to the rights attached to existing shares, shares may be issued on terms that they are to be redeemed or, at the option of the Company or the holder, are liable to be redeemed on such terms and in such manner as may be determined by the board (such terms to be determined before the shares are allotted). Such terms and conditions shall apply to the relevant shares as if the same were set out in these articles.

9. VARIATION OF RIGHTS

9.1 Subject to the Acts and to the rights attached to any existing class of shares, whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of the issue of the shares of that class) be varied or abrogated (whether or not the Company is being wound up) either with the consent in writing of the holders of at least three fourths of the nominal amount of the issued shares of that class (excluding any share of that class held as treasury shares) or with the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class validly held in accordance with article 66 and other relevant provisions of the articles (but not otherwise).

9.2 The rights attached to a class of shares are not, unless otherwise expressly provided for in the rights attaching to those shares, deemed to be varied or abrogated by the creation, allotment or issue of further shares ranking *pari passu* with (save as to the date from which such new shares shall rank for dividend) or subsequent to them or by the purchase or redemption by the Company of its own shares in accordance with the Acts. The provisions of this article 9.2 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if such group of shares of the class differently treated formed a separate class.

10. FINANCIAL ASSISTANCE

The Company may give financial assistance for the acquisition of shares in the Company to the extent it is not restricted by the Acts.

11. COMMISSION

The Company may exercise all the powers conferred or permitted by the Acts of paying commission or brokerage. Subject to the Acts, any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

12. TRUSTS NOT RECOGNISED

Except as ordered by a court of competent jurisdiction or as required by law, the Company shall not recognise a person as holding a share on trust and (except as otherwise provided by these articles or by law) shall not be bound by or otherwise compelled to recognise (even if it has notice of it) any interest in any share other than an absolute right in the holder to the whole of the share.

13. UNCERTIFICATED SHARES

13.1 The directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be a participating security (subject always to the Uncertificated Securities Regulations and the facilities and requirements of the relevant system concerned). Where they do so, articles 13.2 and 13.3 shall come into effect immediately prior to the time at which the Operator of the relevant system concerned permits the class of shares concerned to be a participating security.

13.2 In relation to any class of shares which is, for the time being, a participating security, and for so long as such class remains a participating security, no provision of these articles shall apply or have effect to the extent that it is in any respect inconsistent with:

13.2.1 the holding of shares of that class in uncertificated form;

13.2.2 the transfer of title to shares of that class by means of a relevant system;

13.2.3 the Uncertificated Securities Regulations; or

13.2.4 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 Regulations, of an Operator register of securities in respect of shares of that class in uncertificated form.

13.3 Without prejudice to the generality of article 13.2 and notwithstanding anything contained in these articles, where any class of shares is, for the time being, a participating security (such class being referred to in these articles as the "**Relevant Class**"):

13.3.1 the register relating to the Relevant Class shall be maintained at all times in the United Kingdom;

13.3.2 shares of the Relevant Class may be issued in uncertificated form in accordance with and subject as provided in the Uncertificated Securities Regulations;

13.3.3 unless the directors otherwise determine, shares of the Relevant Class held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings, however, shares held in certificated form shall not be treated as forming a separate class from uncertificated shares with the same rights;

13.3.4 shares of the Relevant Class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the Uncertificated Securities Regulations;

13.3.5 the Company shall comply with the provisions of Uncertificated Securities Regulations 25 and 26 in relation to the Relevant Class;

13.3.6 the provisions of these articles with respect to meetings of or including holders of the Relevant Class, including notices of such meetings, shall have effect subject to the provisions of Regulation 41; and

13.3.7 articles 14.1 to 14.4 shall not apply so as to require the Company to issue a certificate to any person holding shares of the Relevant Class in uncertificated form.

13.4 The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the Uncertificated Securities Regulations 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 upon such assumption; in particular, 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).

SHARE CERTIFICATES

14. RIGHT TO CERTIFICATE

14.1 Subject to these articles, a person (except a person to whom the Company is not required by law to issue a certificate) whose name is entered in the register as a holder of a certificated share is entitled, without charge, to receive within two months of allotment or lodgement with the Company of a transfer to him of those shares or within two months after the relevant Operator instruction is received by the Company (or within any other period as the terms of issue of the shares provide) one certificate for all the certificated shares of a class registered in his name or, in the case of certificated shares of more than one class being registered in his name, to a separate certificate for each class of shares.

14.2 Where a member transfers part of his shares comprised in a certificate he is entitled, without charge, to one certificate for the balance of certificated shares retained by him.

14.3 The Company is not bound to issue more than one certificate for certificated shares held jointly by two or more persons and delivery of a certificate to one joint holder is sufficient delivery to all joint holders.

14.4 A certificate shall specify the number and class and the distinguishing numbers (if any) of the shares in respect of which it is issued and the nominal value of and the amount paid up on each share. It shall be issued under a seal, which may be affixed to or printed on it, or in such other manner as the board may approve, having regard to the terms of allotment or issue of the shares.

15. REPLACEMENT CERTIFICATES

15.1 Where a member holds two or more certificates for shares of one class, the board may at his request, on surrender of the original certificates and without charge, cancel the certificates and issue a single replacement certificate for certificated shares of that class.

- 15.2** At the request of a member, the board may cancel a certificate and issue two or more in its place (representing certificated shares in such proportions as the member may specify), on surrender of the original certificate and on payment of such reasonable sum as the board may decide.
- 15.3** Where a certificate is worn out or defaced the board may require the certificate to be delivered to it before issuing a replacement and cancelling the original. If a certificate is lost or destroyed, the board may cancel it and issue a replacement certificate on such terms as to provision of evidence and indemnity and to payment of any exceptional out of pocket expenses incurred by the Company in the investigation of that evidence and the preparation of that indemnity as the board may decide.

LIEN

16. COMPANY'S LIEN ON SHARES NOT FULLY PAID

- 16.1** The Company has a first and paramount lien on all partly paid shares for all amounts payable in respect of the share, whether in respect of the nominal value of the share or by way of a premium and whether the due date for payment has arrived or not. The lien applies to all dividends from time to time declared and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share or other amounts payable in respect of the share.
- 16.2** The board may either generally or in a particular case waive any lien or declare a share to be wholly or partly exempt from the provisions of this article. Unless otherwise agreed with the transferee, the registration of a transfer of a share operates as a waiver of the Company's lien (if any) on that share.

17. ENFORCEMENT OF LIEN BY SALE

- 17.1** For the purpose of enforcing the lien referred to in article 16, the board may sell shares subject to the lien in such manner as it may decide provided that:
- 17.1.1** the due date for payment of the relevant amounts has arrived; and
- 17.1.2** the board has served a written notice on the member concerned (or on any person entitled by transmission to the shares) stating the amounts due, demanding payment thereof and giving notice that if payment has not been made within 14 clear days after the service of the notice that the Company intends to sell the shares.
- 17.2** To give effect to a sale, the board may authorise a person to transfer the shares in the name and on behalf of the holder (or any person entitled by transmission to the shares), or to cause the transfer of such shares, to the purchaser or his nominee. The purchaser is not bound to see to the application of the purchase money and the title of the transferee is not affected by an irregularity in or invalidity of the proceedings connected with the sale.

18. APPLICATION OF PROCEEDS OF SALE

The net proceeds of a sale effected under article 17, after payment of the Company's costs of the sale, shall be applied in or towards satisfaction of the amount in respect of which the lien exists so far as the same is presently payable. Any residue shall (on surrender to the Company for cancellation of any certificate for the shares sold, or the provision of such evidence or an indemnity as to any lost or destroyed certificate required by the board and subject to a like lien for amounts not presently payable or any liability or engagement not likely to be presently fulfilled or discharged as existed on the shares before the sale) be paid to the member (or person entitled by transmission to the shares) immediately before the sale.

CALLS ON SHARES

19. CALLS

Subject to these articles and the terms of allotment of any shares, the board may make calls on members in respect of amounts unpaid on the shares held by them respectively (whether in respect of the nominal value or a premium) and not, by the terms of issue thereof, made payable on a fixed date. Each member shall (on receiving at least 14 clear days' notice specifying the amount called on that member's shares and when and how payment is to be made) pay to the Company at the time and in the way specified, the amount called as required by the notice. A call may be made payable by instalments and may, at any time before receipt by the Company of an amount due, be revoked or postponed in whole or in part as the board may decide. A call is deemed made at the time when the resolution of the board authorising it is passed. A person on whom a call is made remains liable to pay the amount called despite the subsequent transfer of the share in respect of which the call is made. The joint holders of a share are jointly and severally liable for payment of a call in respect of that share.

20. POWER TO DIFFERENTIATE

The board may make arrangements on the allotment or, subject to the terms of the allotment, on the issue of shares for a difference between the allottees or holders in the amounts and times of payment of a call on their shares.

21. INTEREST ON CALLS

If the whole of the amount called is not paid on or before the date fixed for payment, the person from whom it is payable shall pay interest on the unpaid amount. This interest will run from the day the unpaid amount is due until the day it has been paid. The interest rate may be fixed by the terms of allotment or issue of the share or, if no rate is fixed, at such rate (not exceeding 5 per cent above the base lending rate per annum most recently set by the Monetary Policy Committee of the Bank of England) as the board may decide. All the expenses incurred by the Company by reason of such non-payment shall also be payable but the board may waive payment of the interest and such expenses in whole or in part.

22. PAYMENT IN ADVANCE

The board may, if it thinks fit, receive from a member all or part of the amounts uncalled and unpaid on shares held by him (whether in respect of the nominal value or a premium). A payment in advance of calls extinguishes to the extent of the payment the liability of the member on the shares in respect of which it is made. The Company may pay interest on the amount paid in advance, or on so much of it as from time to time exceeds the amount called on the shares in respect of which the payment in advance has been made, at such rate (not exceeding 5 per cent above the base lending rate per annum most recently set by the Monetary Policy Committee of the Bank of England) as the board may decide. No sum paid in advance of calls shall entitle the holder of a share to any portion of a dividend or other payment or distribution subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

23. AMOUNTS DUE ON ALLOTMENT OR ISSUE TREATED AS CALLS

An amount (whether in respect of nominal value or a premium) which by the terms of issue of a share becomes payable on allotment or issue or on a fixed date shall be deemed to be a call duly made, notified and payable on the date on which, by the terms of allotment or in the notice of the call, it becomes payable. In case of non payment, the provisions of these articles as to payment of interest, forfeiture or otherwise apply as if that amount has become payable by virtue of a call duly made and notified.

FORFEITURE

24. NOTICE IF CALL NOT PAID

24.1 If a member fails to pay the whole of a call or an instalment of a call by the date fixed for payment, the board may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve notice on the member or on a person entitled by transmission to the share in respect of which the call was made demanding payment of the unpaid amount, on a date not less than 14 clear days from the date of the notice, together with any interest that may have accrued on it and all costs, charges and expenses incurred by the Company by reason of the non payment. The notice shall state:

24.1.1 the place where payment is to be made; and

24.1.2 that if the notice is not complied with the share in respect of which the call was made will be liable to be forfeited.

25. FORFEITURE FOR NON COMPLIANCE

If the notice referred to in article 24 is not complied with, a share in respect of which it is given may, at any time before the payment required by the notice (including interest, costs, charges and expenses) has been made, be forfeited by a resolution of the board. All dividends declared or other amounts due in respect of the forfeited share and not paid before the forfeiture shall also be forfeited. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the board.

26. NOTICE AFTER FORFEITURE

When a share has been forfeited, the Company shall serve notice of the forfeiture on the person who was before forfeiture the holder of the share or the person entitled by transmission to the share. An entry of the fact and date of forfeiture shall be made in the register. No forfeiture is invalidated by an omission to give such notice or make such entry.

27. DISPOSAL OF FORFEITED SHARES

27.1 Subject to the provisions of the Acts, a forfeited share and all rights attaching to it shall become the property of the Company and may be sold, re allotted or otherwise disposed of, either to the person who was before such forfeiture the holder thereof or to another person, on such terms and in such manner as the board may decide. The board may, if necessary, authorise a person to transfer a forfeited share to a new holder. The Company may receive the consideration (if any) for the share on its disposal and may register or cause the registration of the transferee as the holder of the share.

27.2 The board may before a forfeited share has been sold, re allotted or otherwise disposed of annul the forfeiture on such conditions as it thinks fit.

27.3 A statutory declaration that the declarant is a director or the secretary and that a share has been forfeited or sold to satisfy a lien of the Company on the date stated in the declaration is conclusive evidence of the facts stated in the declaration against all persons claiming to be entitled to the share. The declaration (subject if necessary to the transfer of the share) constitutes good title to the share and the person to whom the share is sold, reallocated or disposed of is not bound to see to the application of the consideration (if any). His title to the share is not affected by any irregularity in or invalidity of the proceedings connected with the forfeiture or disposal.

28. ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE

A person whose share has been forfeited ceases on forfeiture to be a member in respect thereof and if that share is in certificated form shall surrender to the Company for cancellation any certificate for the forfeited share. A person remains liable to pay all calls, interest, costs, charges and expenses owing in respect of such share at the time of forfeiture, with interest, from the time of forfeiture until payment, at such rate as may be fixed by the terms of allotment or issue of such share or, if no rate is fixed, at such rate (not exceeding 5 per cent above the base lending rate per annum most recently set by the Monetary Policy Committee of the Bank of England) as the board may decide. The board may if it thinks fit waive the payment of all or part of such money and/or the interest payable thereon or may enforce payment without allowance for the value of such share at the time of forfeiture or for any consideration received on its disposal.

29. SURRENDER

The board may accept the surrender of a share liable to be forfeited and in that case references in the articles to forfeiture include surrender.

TRANSFER OF SHARES

30. METHOD OF TRANSFER

- 30.1** A member may transfer all or any of his certificated shares by instrument of transfer in writing in any usual form or in any other form approved by the board, and the instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid) by or on behalf of the transferee.
- 30.2** A member may transfer all or any of his uncertificated shares in accordance with the Uncertificated Securities Regulations and, accordingly, no provision of these articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a share certificate for such share.
- 30.3** Subject to the provisions of the Uncertificated Securities Regulations, the transferor of a share is deemed to remain the holder of the share until the name of the transferee is entered in the register in respect of it.

31. RIGHT TO REFUSE REGISTRATION

- 31.1** Subject to this article and article 67, shares of the Company are free from any restriction on transfer. Subject to the requirements of the listing rules of the Financial Conduct Authority, the board may, in its absolute discretion, and without assigning any reason therefor, refuse to register the transfer of a certificated share which is not fully paid provided that 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.
- 31.2** The board may also, in its absolute discretion, refuse to register the transfer of a certificated share or a renunciation of a renounceable letter of allotment unless all of the following conditions are satisfied:
- 31.2.1** the instrument of transfer or the renouncement is in respect of only one class of shares;
 - 31.2.2** the instrument of transfer or the renouncement is in favour of (as the case may be) a single transferee or renounee or not more than four joint transferees or renounees;
 - 31.2.3** the instrument of transfer or the renouncement is duly stamped (if required) or duly certificated or otherwise shown to the satisfaction of the board to be exempt from stamp duty; and
 - 31.2.4** the instrument of transfer or the renouncement is delivered for registration to the office or such other place as the board may decide, accompanied by the certificate for the shares to which it relates (except in the case of a person to whom the Company is not required by sections 769, 776, 777 or 778 of the Act to issue a certificate, or in the case of a renunciation) and such other

evidence as the board may reasonably require to prove the title of the transferor or person renouncing and the due execution by him of the transfer or renunciation or, if the transfer or renunciation is executed by some other person on his behalf, the authority of that person to do so, provided that, in the case of a transfer by a recognised person where a certificate has not been issued in respect of the share, the lodgement of share certificates shall not be necessary.

- 31.3** If the board refuses to register the transfer of a certificated share or the renounceable right of allotment of a certificated share it shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee together with its reasons for the refusal. An instrument of transfer which the board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. Subject to article 139, the Company may retain all instruments of transfer which are registered.
- 31.4** In accordance with and subject to the provisions of the Uncertificated Securities Regulations, the Operator of the relevant system shall register a transfer of title to any uncertificated share or any renounceable right of allotment of a share which is a participating security held in uncertificated form unless the Uncertificated Securities Regulations permit the Operator of the relevant system to refuse to register such a transfer in certain circumstances in which case the said Operator may refuse such registration.
- 31.5** In accordance with the Uncertificated Securities Regulations, if the Operator of the relevant system refuses to register the transfer of an uncertificated share or of any such uncertificated renounceable right of allotment of a share it shall, as soon as practicable and in any event within two months after the date on which the relevant system member instruction or issuer instruction (as the case may be) was received by the Operator, send notice of the refusal to the transferee together with its reasons for the refusal.
- 31.6** In accordance with and subject to the provisions of the Uncertificated Securities Regulations, where title to an uncertificated share is transferred by means of a relevant system to a person who is to hold such share in certificated form thereafter, the Company as participating issuer shall register the transfer in accordance with the relevant Operator-instruction, but so that the Company may refuse to register such a transfer in any circumstance permitted by the Uncertificated Securities Regulations.
- 31.7** In accordance with the Uncertificated Securities Regulations, if the Company as participating issuer refuses to register the transfer of title to an uncertificated share transferred by means of a relevant system to a person who is to hold such share in certificated form thereafter, it shall, as soon as practicable and in any event within two months after the date on which the Operator instruction was received by the Company, send notice of the refusal to the transferee together with its reasons for the refusal.

32. FEES ON REGISTRATION

The Company (at its option) may or may not charge a fee for registering the transfer of a share or the renunciation of a renounceable letter of allotment or other document or instructions relating to or affecting the title to a share or the right to transfer it or for making any other entry in the register.

TRANSMISSION OF SHARES

33. ON DEATH

33.1 The Company shall recognise only the personal representative or representatives of a deceased member as having title to a share held by that member alone or to which he alone was entitled. In the case of a share held jointly by more than one person, the Company may recognise only the survivor or survivors as being entitled to it.

33.2 Nothing in the articles releases the estate of a deceased member from liability in respect of a share which has been solely or jointly held by him.

34. ELECTION OF PERSON ENTITLED BY TRANSMISSION

34.1 A person becoming entitled by transmission to a share may, on production of such evidence as, subject to the articles, the board may require as to his entitlement, elect either to be registered as a member or to have a person nominated by him registered as a member.

34.2 If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall:

34.2.1 if it is a certificated share, execute an instrument of transfer of the share to that person; or

34.2.2 if it is an uncertificated share:

(a) procure that instructions are given by means of a relevant system to effect transfer of the share to that person; or

(b) change the share to a certificated share and execute an instrument of transfer of the share to that person.

34.3 All the provisions of the articles relating to the transfer of certificated shares apply to the notice or instrument of transfer (as the case may be) as if it were an instrument of transfer executed by the member and his death, bankruptcy or other event giving rise to a transmission of entitlement had not occurred.

34.4 The board may give notice requiring a person to make the election referred to in article 34.1 above. If that notice is not complied with within 60 days, the board may withhold payment of all dividends and other amounts payable in respect of the share until notice of election has been made.

35. RIGHTS ON TRANSMISSION

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share cease. The person entitled by transmission may, however, give a good discharge for dividends and other amounts payable in respect of the share and, subject to articles 33 and 120, has the rights to which he would be entitled if he were the holder of the share. The person entitled by transmission is not, however, before he is registered as the holder of the share entitled in respect of it to receive notice of or exercise rights conferred by membership in relation to meetings of the Company or a separate meeting of the holders of a class of shares.

ALTERATION OF SHARE CAPITAL

36. ALTERATION OF SHARE CAPITAL

The Company may by ordinary resolution alter its share capital in accordance with the Act.

37. SUB-DIVISION OF SHARE CAPITAL

A resolution to sub-divide shares may determine that the shares resulting from such sub-division have amongst themselves such preferred, deferred or other special rights or advantages or be subject to any such restrictions as the Company has power to attach to unissued or new shares.

38. FRACTIONS

38.1 If, as the result of consolidation and division or sub division of shares, members would become entitled to fractions of a share, the board may on behalf of the members deal with the fractions as it thinks fit. Subject to the Acts and to the Uncertificated Securities Regulations, the board may, in effecting divisions and/or consolidations, treat a member's shares held in certificated form and uncertificated form as separate holdings. In particular, the board may sell any shares representing fractions to a person (including, subject to the Acts, to the Company) and distribute the net proceeds of sale in due proportion amongst the persons entitled or, if the board decides, amounts not exceeding £5 may be retained for the benefit of the Company, the cost of distribution of which would be disproportionate to the amounts involved.

38.2 To give effect to a sale pursuant to article 38.1 above the board may arrange for the shares representing the fractions to be entered in the register as certificated shares. The board may also authorise a person to transfer the shares to, or to the direction of, the purchaser. The purchaser is not bound to see to the application of the purchase money and the title of the transferee to the shares is not affected by an irregularity or invalidity in the proceedings connected with the sale.

GENERAL MEETINGS

39. ANNUAL GENERAL MEETINGS

Subject to the Acts, the Company shall hold an annual general meeting in each period of 6 months beginning with the day following its accounting reference date. Such meetings shall be convened by the board at such time and place as it thinks fit.

40. CONVENING OF GENERAL MEETINGS BY THE BOARD

The board may convene a general meeting whenever it thinks fit.

41. CONVENING OF GENERAL MEETINGS BY REQUIREMENT OF THE MEMBERS

The board, on the requirement of members pursuant to the Acts, shall call a general meeting: (i) within 21 days from the date on which the board becomes subject to the requirement; and (ii) to be held on a date not more than 28 days after the date of the notice convening the meeting. At a meeting convened on a requisition or by requisitionists no business may be transacted except that stated by the requisition or proposed by the board. A general meeting may also be convened in accordance with article 90.

42. FORM OF GENERAL MEETINGS

In these articles:

42.1 a "**physical meeting**" means a general meeting held and conducted by physical attendance by members and/or proxies at a particular place; and

42.2 a "**hybrid meeting**" means 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.

For the avoidance of doubt, nothing in these articles authorises or allows a general meeting to be held exclusively on an electronic basis.

42.3 The Board may decide in relation to any general meeting (including a postponed or adjourned meeting) whether the general meeting is to be held as a physical meeting or as a hybrid meeting and shall, for the avoidance of doubt, be under no obligation to convene a meeting as a hybrid meeting whatever the circumstances.

42.4 Subject to the requirements of the Act, the Board may make such arrangements as they may decide in connection with the facilities for participation by electronic means in a hybrid meeting. In the case of a hybrid meeting, the provisions of these articles shall be treated as modified to permit any such arrangements and, in particular:

42.4.1 references in these articles to attending and being present at the meeting, including in relation to the quorum for the meeting and the right to vote at

the meeting, shall be treated as including participating in the meeting by electronic means;

42.4.2 the meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities have been made available so that all persons (being entitled to do so) attending the hybrid meeting by electronic means, may:

42.4.2.1 participate in the business for which the meeting has been convened; and

42.4.2.2 exercise their right to speak by being in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting,

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;

42.5 all resolutions put to members at a hybrid meeting, including in relation to procedural matters, shall be decided on a poll and such poll votes may be cast by such means as the Board in its absolute discretion considers appropriate for a hybrid meeting;

42.6 the Board may authorise any voting application, system or facility in respect of the electronic platform for a hybrid meeting as they may see fit; and

42.7 if it appears to the chair of the meeting that the electronic facilities for a hybrid meeting have become inadequate for the purpose of holding the meeting then the chair of the meeting may, with or without the consent of the meeting, interrupt or adjourn the meeting (before or after it has started) and the provisions in articles 51 and 52 shall apply to any such adjournment. All business conducted at the hybrid meeting up to the point of the adjournment shall be valid.

42.8 In relation to electronic participation at a general meeting, the right of a member to participate electronically shall include without limitation the right to speak, vote on a poll, be represented by a proxy or, in the case of a corporate member, by representative and have access (including electronic access) to all documents which are required by the Act or these articles to be made available at the meeting.

42.9 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 board considers that it is impractical 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, they 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.

42.10 An adjourned general meeting or postponed general meeting may be held as a physical meeting or a hybrid meeting irrespective of the form of the general meeting which was adjourned or postponed.

42.11 The board or the chair of the meeting may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security of the hybrid meeting, or the health and safety of those attending it, including, without limitation, requirements for evidence of identity that is:

42.11.1 necessary to ensure the identification of those taking part and the security of the electronic communication; and

42.11.2 proportionate to those objectives.

43. LENGTH AND FORM OF NOTICE

43.1 An annual general meeting shall be called by not less than 21 clear days' notice. All other general meetings shall be called by not less than 21 clear days' notice (or if the conditions set out in section 307A(2) and (3) of the Act are satisfied at least 14 clear days' notice in writing).

43.2 The notice of meeting shall specify:

43.2.1 whether the meeting is an annual general meeting or a general meeting;

43.2.2 the place, the date and the time of the meeting;

43.2.3 the general nature of the business to be transacted;

43.2.4 whether the meeting is a physical meeting or a hybrid meeting;

43.2.5 where the meeting is a hybrid meeting, details of the facilities for attendance and participation by electronic means at the meeting;

43.2.6 if the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as a special resolution; and

43.2.7 with reasonable prominence, the member's rights to appoint one or more proxies under section 324 of the Act and that a proxy need not also be a member.

43.3 The notice of meeting shall be given to the members (other than any who, under the provisions of the articles or the Acts, or the terms of allotment or issue of shares, are not entitled to receive notice), to the directors and to the auditors.

43.4 The board may determine that persons entitled to receive notices of meeting are those persons entered on the register at the close of business on a day determined by the board, provided that, if the Company is a participating issuer, the day determined by the board

may not be more than 21 days before the day that the relevant notice of meeting is being sent.

- 43.5** The notice of meeting may also specify a time (which, if the Company is a participating issuer, shall not be more than 48 hours before the time fixed for the meeting) by which a person must be entered on the register in order to have the right to attend or vote at the meeting. Changes to entries on the register after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

44. OMISSION TO SEND NOTICE

- 44.1** The accidental omission to give notice of a general meeting or to send, supply or make available any document or information relating to the meeting, or the non receipt of any such notice, document or information by a person entitled to receive any such notice, document or information shall not invalidate the proceedings at that meeting.

45. POSTPONEMENT OF GENERAL MEETINGS

If the board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting at the time, date or place and, if applicable, electronic platform(s) specified in the notice calling the general meeting, it may move and/or postpone the general meeting to another time, date and/or place and, if applicable, electronic platform(s). When a meeting is so moved and/or postponed, notice of the time, date and place and, if applicable, electronic platform(s) of the moved and/or postponed meeting shall (if practical) be advertised in such manner as the Board, in its absolute discretion, may determine. Notice of the business to be transacted at such moved and/or postponed meeting is not required. The board must take reasonable steps to ensure that members trying to attend the general meeting at the original time, date, place and, if applicable, electronic platform are informed of the new arrangements for the general meeting. Proxy forms can be delivered as specified in article 60. Any postponed and/or moved meeting may also be postponed and/or moved under this article.

PROCEEDINGS AT GENERAL MEETINGS

46. QUORUM

- 46.1** No business may be transacted at a general meeting unless a quorum is present. The absence of a quorum does not prevent the appointment of a chair in accordance with the articles, which shall not be treated as part of the business of the meeting.
- 46.2** Subject to the Acts and article 47, the quorum for a general meeting is two qualifying persons present and entitled to vote.

47. PROCEDURE IF QUORUM NOT PRESENT

- 47.1** If a quorum is not present within thirty minutes (or such longer time as the chair decides to wait) after the time fixed for the start of the meeting or if there is no longer a quorum present at any time during the meeting, the meeting, if convened by or on the requisition

of members, is dissolved. In any other case it stands adjourned to such other day (subject to article 47.3) and at such other time and/or place as may have been specified for the purpose in the notice convening the meeting. Where no such arrangements have been specified, the meeting stands adjourned to such other day (subject to article 47.3) and at such other time and/or place as the chair (or, in default, the board) decides.

47.2 At an adjourned meeting the quorum is two qualifying persons present and entitled to vote. If a quorum is not present within fifteen minutes from the time fixed for the start of the meeting, the adjourned meeting shall be dissolved.

47.3 The Company shall give not less than ten clear days' notice of any meeting adjourned for the lack of a quorum and the notice shall state the quorum requirement.

48. CHAIR

48.1 The chair (if any) of the board or, in his absence, the deputy chair (if any) shall preside as chair at a general meeting. If there is no chair or deputy chair, or if at a meeting neither is present and willing and able to act within five minutes after the time fixed for the start of the meeting or neither is willing and able to act, the directors present shall select one of their number to be chair. If only one director is present and willing and able to act, he shall be chair. In default, the members present and entitled to vote shall choose one of their number to be chair.

48.2 Without prejudice to any other power which he may have under the provisions of the articles or at common law, the chair may take such action as he thinks fit to promote the orderly conduct of the business of the meeting as specified in the notice of meeting and the chair's decision on matters of procedure or 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.

49. RIGHT TO ATTEND AND SPEAK

49.1 Each director shall be entitled to attend and speak at a general meeting and at a separate meeting of the holders of a class of shares or debentures whether or not he is a member.

49.2 The chair may invite any person to attend and speak at any general meeting of the Company where he considers that this will assist in the deliberations of the meeting.

50. POWER TO ADJOURN

50.1 The chair may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn a meeting from time to time and from place to place or for an indefinite period.

50.2 Without prejudice to any other power which he may have under the provisions of the articles or at common law, the chair may, without the consent of the meeting, interrupt

or adjourn a meeting from time to time and from place to place or for an indefinite period if he decides that it has become necessary to do so in order to:

- 50.2.1** secure the proper and orderly conduct of the meeting;
- 50.2.2** give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or
- 50.2.3** ensure that the business of the meeting is properly disposed of.

51. NOTICE OF ADJOURNED MEETING

- 51.1** Whenever a meeting is adjourned for 14 days or more or for an indefinite period pursuant to article 50, at least seven clear days' notice specifying the place, date and time of the adjourned meeting and the general nature of the business to be transacted shall be given to the members (other than any who, under the provisions of the articles or the terms of allotment or issue of the shares, are not entitled to receive notice), the directors and the auditors. Except in these circumstances it is not necessary to give notice of a meeting adjourned pursuant to article 50 or of the business to be transacted at the adjourned meeting.
- 51.2** The board may determine that persons entitled to receive notice of an adjourned meeting in accordance with this article are those persons entered on the register at the close of business on a day determined by the board, provided that, if the Company is a participating issuer, the day determined by the board may not be more than 21 days before the day that the relevant notice of meeting is being sent.
- 51.3** The notice of an adjourned meeting given in accordance with this article may also specify a time (which, if the Company is a participating issuer, shall not be more than 48 hours before the time fixed for the meeting) by which a person must be entered on the register in order to have the right to attend or vote at the meeting. Changes to entries on the register after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

52. BUSINESS AT ADJOURNED MEETING

No business may be transacted at an adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

53. ACCOMMODATION OF MEMBERS AT MEETING

- 53.1** If it appears to the chair that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall be duly constituted and its proceedings valid if the chair is satisfied that adequate facilities are available to ensure that a member who is unable to be accommodated is able to:

- 53.1.1** participate in the business for which the meeting has been convened; and

- 53.1.2** exercise their right to speak by being in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

54. SECURITY AND HEALTH AND SAFETY

- 54.1** The board may make any arrangement and impose any restriction it considers appropriate to ensure the security and health and safety of a meeting including, without limitation, the searching of a person attending the meeting and the restriction of the items of personal property that may be taken into the meeting place. The board may authorise one or more persons, who shall include a director or the secretary or the chair of the meeting to:

- 54.1.1** refuse entry to a meeting to a person who refuses to comply with these arrangements or restrictions; and

- 54.1.2** eject from a meeting any person who causes the proceedings to become disorderly.

VOTING

55. METHOD OF VOTING

- 55.1** Subject to article 42.5, at a general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is, subject to the provisions of the Acts and the rights attaching to any class of shares, properly demanded by:

- 55.1.1** the chair of the meeting;

- 55.1.2** not less than five members present and entitled to vote on the resolution;

- 55.1.3** a member or members present representing in aggregate not less than ten per cent. of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or

- 55.1.4** a member or members present holding shares conferring a right to vote on the resolution, 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 (excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares).

For the purposes of 55.1.2 above, a demand by a proxy or representative (in the case of a corporate member) counts as a demand by the member. For the purposes of 55.1.3 above, a demand by a proxy or representative (in the case of a corporate member) counts as a demand by a member representing the voting rights that the proxy or representative is authorised to exercise. For the purposes of 55.1.4 above, a demand by a proxy or representative (in the case of a corporate member) counts as a demand by a member holding the shares to which those rights are attached.

55.2 On a vote on a resolution at a meeting on a show of hands a declaration by the chair that the resolution has or has not been passed, or has or has not been passed by a particular majority, is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with section 355 of the Act is also conclusive evidence of that fact without such proof.

56. PROCEDURE ON A POLL

56.1 If a poll is properly demanded, it shall be taken in such manner as the chair directs. The chair may appoint scrutineers, who need not be members, and may fix a time, date and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

56.2 A poll demanded on the election of a chair or on any question of adjournment shall be taken at the meeting and without adjournment. A poll demanded on another question shall be taken at such time, date and place as the chair decides, either at once or after an interval or adjournment (but not more than 30 clear days after the date of the demand).

56.3 No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time, date and place at which the poll shall be taken.

56.4 The demand for a poll may be withdrawn but only with the consent of the chair. A demand withdrawn in this way validates the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

56.5 The demand for a poll (other than on the election of the chair or on a question of adjournment) does not prevent the meeting continuing for the transaction of business other than the question on which a poll has been demanded.

56.6 On a poll taken at a general meeting of the Company, a member present and entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

57. VOTES OF MEMBERS

57.1 Subject to special rights or restrictions as to voting attached to any class of shares by or in accordance with the articles, on a vote on a resolution the total number of votes a member present in person or (being a corporation) who is present by a duly authorised representative or a proxy for a member has on a show of hands shall be determined in accordance with the Act. On a poll taken at a meeting, every member present in person or by proxy or by representative (in the case of a corporate member) and entitled to vote has one vote in respect of each share of which he is the holder, proxy or representative.

57.2 In the case of joint holders of a share, only the vote of the senior holder who votes (and any proxy duly authorised by him or representative (in the case of a corporate member)) may be counted by the Company. For the purposes of this article, the senior holder of a share is determined by the order in which the names of the joint holders appear in the register.

57.3 A member in respect of whom an order has been made by a court or official having jurisdiction (whether in the United Kingdom or elsewhere) that he is or may be suffering from mental disorder or is otherwise incapable of running his affairs may vote, whether on a show of hands or on a poll, by his guardian, receiver, curator bonis or other person authorised for that purpose and appointed by the court. A guardian, receiver, curator bonis or other authorised and appointed person may vote by proxy if evidence (to the satisfaction of the board) of the authority of the person claiming to exercise the right to vote is received at the office (or at another place specified in accordance with the articles for the delivery or receipt of forms of appointment of a proxy) or in any other manner specified in the articles for the appointment of a proxy within the time limits prescribed by the articles for the appointment of a proxy for use at the meeting, adjourned meeting or poll at which the right to vote is to be exercised.

58. RESTRICTION ON VOTING RIGHTS FOR UNPAID CALLS ETC.

Unless the board otherwise decides, no member is entitled in respect of a share held by him to be present or to vote, either in person or by proxy, at a general meeting or at a separate meeting of the holders of any class of shares or on a poll, or to exercise other rights conferred by membership in relation to the meeting or poll, if a call or other amount due and payable in respect of the share is unpaid. This restriction ceases on payment of the amount outstanding and all costs, charges and expenses incurred by the Company by reason of the non payment.

59. VOTING BY PROXY

59.1 Subject to article 59.2 below, an instrument appointing a proxy shall be in writing in any usual form (or in another form approved by the board) executed under the hand of the appointor or his duly constituted attorney or, if the appointor is a company, under its seal or under the hand of its duly authorised officer or attorney or other person authorised to sign.

59.2 Subject to the Acts, the board may accept the appointment of a proxy received by electronic means on such terms and subject to such conditions as it considers fit. The appointment of a proxy received by electronic means shall not be subject to the requirements of article 59.1 above. The board may require the production of any evidence it considers necessary to determine the validity of such an appointment.

59.3 A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a meeting or meetings of

the Company. 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.

59.4 A proxy need not be a member.

59.5 A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to different shares held by the member. When two or more valid but differing appointments of proxy are delivered or received for the same share for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share.

59.6 Delivery or receipt of an appointment of proxy does not prevent a member attending and voting in person at the meeting or an adjournment of the meeting or on a poll.

59.7 The appointment of a proxy shall (unless the contrary is stated in it) be valid for an adjournment of the meeting as well as for the meeting or meetings to which it relates. The appointment of a proxy shall be valid for 12 months from the date of execution or, in the case of an appointment of proxy delivered by electronic means, for 12 months from the date of delivery unless otherwise specified by the board.

59.8 The accidental omission to send or make available an invitation to appoint a proxy or the non-receipt thereof by any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting. The form shall provide for three way voting on all resolutions (other than procedural resolutions) set out in the notice of meeting.

60. APPOINTMENT OF PROXY

60.1 The form of appointment of a proxy, and (if required by the board) a power of attorney or other authority under which it is executed or a copy of it notarially certified or certified in some other way approved by the board, shall be:

60.1.1 subject to articles 60.1.3 and 60.1.4 below, in the case of an instrument of proxy in hard copy form, delivered to the office, or another place in the United Kingdom specified in the notice convening the meeting or in the form of appointment of proxy or other accompanying document sent by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;

60.1.2 subject to articles 60.1.3 and 60.1.4 below, in the case of an appointment of a proxy sent by electronic means, where the Company has given an electronic address:

(a) in the notice calling the meeting; or

- (b) in an instrument of proxy sent out by the Company in relation to the meeting; or
- (c) in an invitation to appoint a proxy issued by the Company in relation to the meeting,

received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;

60.1.3 in the case of a meeting adjourned for less than 28 days but more than 48 hours or in the case of a poll taken more than 48 hours after it is demanded, delivered or received as required by articles 60.1.1 or 60.1.2 not less than 24 hours before the time appointed for the holding of the adjourned meeting or the taking of the poll; or

60.1.4 in the case of a meeting adjourned for not more than 48 hours or in the case of a poll not taken immediately but taken not more than 48 hours after it was demanded, delivered at the adjourned meeting or at the meeting at which the poll was demanded to the chair or to the secretary or to any director.

An appointment of proxy not delivered or received in accordance with this article is invalid. In calculating the periods mentioned in this article no account shall be taken of any part of a day that is not a working day.

60.2 Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the board 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 so made. The board may in addition prescribe the method of determining the time at which any such uncertificated proxy instruction (and/or other instruction or notification) is to be treated as received by the Company or a participant acting on its behalf. The board 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.

61. WHEN ACTIONS BY PROXY OR REPRESENTATIVE OF A CORPORATION ARE VALID ALTHOUGH AUTHORITY REVOKED

The termination of the authority of a person to act as proxy or as the duly authorised representative of a member which is a corporation does not affect whether he counts in deciding whether there is a quorum at a meeting, the validity of anything he does as chair of a meeting, the validity of a poll demanded by him at a meeting, or the validity of a vote given by that person unless notice in writing of the termination was received by the Company at the office or, in the case of a proxy, any other place specified for delivery or receipt of the form of appointment of proxy or, where the appointment of proxy was sent

by electronic means, at the address at which the form of appointment was received, not later than the last time at which an appointment of proxy should have been delivered or received in order to be valid for use at the relevant meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for use on the holding of the poll at which the vote is cast.

62. CORPORATE REPRESENTATIVES

Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and (except as otherwise provided in these articles) the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company. A copy of such a resolution shall be delivered at the meeting to the chair of the meeting or secretary or any person appointed by the Company to receive such authorisation, and unless such copy of such resolution is so delivered the authority granted by such resolution shall not be treated as valid. Where copies of two or more valid but differing resolutions authorising any person or persons to act as the representative of any corporation pursuant to this article at the same meeting in respect of the same share are delivered, the resolution, a copy of which is delivered to the Company (in accordance with the provisions of this article) last in time (regardless of the date upon which the resolution set out therein was passed), shall be treated as revoking and replacing all other such authorities as regards that share, but if the Company is unable to determine which of any such two or more valid but differing resolutions was so deposited last in time, none of them shall be treated as valid in respect of that share. The authority granted by any such resolution shall, unless the contrary is stated in the copy thereof delivered to the Company pursuant to this article, be treated as valid for any adjournment of any meeting at which such authority may be used as well as at such meeting.

63. OBJECTIONS TO AND ERROR IN VOTING

No objections may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting whose decision is final. The Company shall not be obliged to ascertain whether a proxy or representative of a corporation has voted in accordance with a member's instructions and the failure of a proxy or representative to do so shall not vitiate the decision or the meeting or adjourned meeting or poll on any resolution.

64. AMENDMENTS TO SPECIAL RESOLUTIONS

No amendment to a resolution duly proposed as a special resolution (other than an amendment to correct a patent error) may be considered or voted on.

65. AMENDMENTS TO ORDINARY RESOLUTIONS

65.1 No amendment to a resolution duly proposed as an ordinary resolution (other than an amendment to correct a patent error) may be considered or voted on unless either:

65.1.1 at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the ordinary resolution is to be considered, notice of the terms of the amendment and intention to move it has been lodged at the office; or

65.1.2 the chair in his absolute discretion decides that the amendment may be considered or voted on.

65.2 If an amendment proposed to a resolution under consideration is ruled out of order by the chair the proceedings on the substantive resolution are not invalidated by an error in his ruling.

66. CLASS MEETINGS

66.1 A separate meeting for the holders of a class of shares shall be convened and conducted as nearly as possible in the same way as a general meeting, except that:

66.1.1 no member is entitled to notice of it or to attend unless he is a holder of shares of that class;

66.1.2 no vote may be cast except in respect of a share of that class;

66.1.3 subject to the Acts, the quorum at a meeting (other than an adjourned meeting) is two qualifying persons present and entitled to vote and holding at least one third in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares);

66.1.4 the quorum at an adjourned meeting is one qualifying person present and entitled to vote and holding shares of that class; and

66.1.5 any holder of shares of that class present and entitled to vote may demand a poll.

For the purposes of article 66.1.3 above, where a person is present by one or more proxies, he is treated as holding only the shares in respect of which any such proxy is authorised to exercise voting rights.

67. FAILURE TO DISCLOSE INTERESTS IN SHARES

67.1 Having regard to the requirements of the listing rules of the Financial Conduct Authority, where notice is served by the Company under section 793 of the Act (a "**section 793 notice**") on a member, or another person appearing to be interested in shares held by that member, and the member or other person has failed in relation to any shares (the "**default shares**", which expression includes any shares allotted or issued after the date of the

section 793 notice in respect of those shares) to give the Company the information required within the prescribed period from the date of service of the section 793 notice, the following sanctions apply, unless the board otherwise decides:

67.1.1 the member shall not be entitled in respect of the default shares to be present or to vote (either in person or by proxy or by representative) at a general meeting or at a separate meeting of the holders of a class of shares or on a poll; and

67.1.2 where the default shares represent at least 0.25 per cent. in nominal value of the issued shares of their class (excluding any share of their class held as treasury shares):

(a) a dividend (or any part of a dividend) or other amount payable in respect of the default shares shall be withheld by the Company, which has no obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to article 126, to receive shares instead of a dividend; and

(b) no transfer of any certificated default shares shall be registered unless the transfer is an excepted transfer or:

(i) the member is not himself in default in supplying the information required; and

(ii) the member proves to the satisfaction of the board that no person in default in supplying the information required is interested in any of the shares the subject of the transfer.

67.2 For the purpose of enforcing the sanction in article 67.1.2(b), the board may give notice to the member requiring the member to change default shares held in uncertificated form to certificated form by the time stated in the notice. 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 board may require the Operator to convert default shares held in uncertificated form into certificated form in the name and on behalf of the member in accordance with the Uncertificated Securities Regulations.

67.3 The sanctions under article 67.1 cease to apply seven days after the earlier of:

67.3.1 receipt by the Company of notice of an excepted transfer, but only in relation to the shares thereby transferred; and

67.3.2 receipt by the Company, in a form satisfactory to the board, of all the information required by the section 793 notice.

67.4 Where, on the basis of information obtained from a member in respect of a share held by him, the Company issues a section 793 notice to another person, it shall at the same time

send a copy of the section 793 notice to the member, but the accidental omission to do so, or the non receipt by the member of the copy, does not invalidate or otherwise affect the application of articles 67.1 or 67.2.

67.5 For the purposes of this article 67:

67.5.1 a person, other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the Company that the person is or may be interested, or if the Company (after taking account of information obtained from the member or, pursuant to a section 793 notice, from anyone else) knows or has reasonable cause to believe that the person is or may be so interested;

67.5.2 "**interested**" shall be construed as it is for the purpose of section 793 of the Act;

67.5.3 reference to a person having failed to give the Company the information required by a section 793 notice, or being in default in supplying such information, includes (a) reference to his having failed or refused to give all or any part of it, and (b) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;

67.5.4 the "**prescribed period**" means 14 days; and

67.5.5 an "**excepted transfer**" means, in relation to shares held by a member:

- (a) a transfer pursuant to acceptance of a takeover offer for the Company (within the meaning of section 974 of the Act); or
- (b) a transfer in consequence of a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or another stock exchange outside the United Kingdom on which shares in the capital of the Company are normally traded; or
- (c) a transfer which is shown to the satisfaction of the board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.

67.6 The provisions of this article are in addition and without prejudice to the provisions of the Acts.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

68. NUMBER OF DIRECTORS

Unless and until otherwise decided by the Company by ordinary resolution the number of directors (other than alternate directors) must not be less than two and must not be more than 10.

69. POWER OF THE COMPANY TO APPOINT DIRECTORS

Subject to the articles, the Company may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an addition to the board, but the total number of directors may not exceed any maximum number fixed in accordance with the articles. A director appointed in this way may hold office only until the dissolution of the next annual general meeting after his appointment unless he is reappointed during that meeting.

70. POWER OF THE BOARD TO APPOINT DIRECTORS

Without prejudice to the power of the Company to appoint a person to be a director pursuant to the articles, the board may appoint a person who is willing to act as a director, either to fill a vacancy or as an addition to the board, but the total number of directors may not exceed any maximum number fixed in accordance with the articles. A director appointed in this way may hold office only until the dissolution of the next annual general meeting after his appointment unless he is reappointed during that meeting.

71. APPOINTMENT OF EXECUTIVE DIRECTORS

71.1 Subject to the Acts, the board may appoint one or more of its body to hold an executive office with the Company for such term and on such other terms and conditions as (subject to the Acts) the board thinks fit. The board may revoke or terminate an appointment, without prejudice to a claim for damages for breach of the contract of service between the director and the Company or otherwise.

71.2 Subject to the Acts, the board may enter into an agreement or arrangement with any director for the provision of any services outside the scope of the ordinary duties of a director. Any such agreement or arrangement may be made on such terms and conditions as (subject to the Acts) the board thinks fit and (without prejudice to any other provision of the articles) it may remunerate any such director for such services as it thinks fit.

72. ELIGIBILITY OF NEW DIRECTORS

72.1 No person other than a director retiring (or, if appointed by the Board, vacating office) may be appointed or reappointed as a director at a general meeting unless:

72.1.1 he is recommended by the board; or

72.1.2 not less than seven nor more than 42 days before the date fixed for the meeting, notice has been given to the Company by a member (other than the

person to be proposed) qualified to vote at the meeting of the intention to propose that person for appointment or reappointment. The notice shall (a) state the particulars which would, if the proposed director were appointed or reappointed, be required to be included in the Company's register of directors, (b) be accompanied by notice given by the proposed director of his willingness to be appointed or reappointed, and (c) be lodged at the office.

72.2 A director need not be a member.

73. VOTING ON RESOLUTION FOR APPOINTMENT

A resolution for the appointment of two or more persons as directors by a single resolution is void unless an ordinary resolution that the resolution for appointment is proposed in this way has first been agreed to by the meeting without a vote being given against it.

74. ANNUAL RETIREMENT OF DIRECTORS

At every annual general meeting every director shall retire from office. A retiring director shall be eligible for reappointment by the members.

75. POSITION OF RETIRING DIRECTOR

A director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed or deemed reappointed, he may retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

76. DEEMED REAPPOINTMENT

At a general meeting at which a director retires the Company may fill the vacancy and, if it does not do so, the retiring director shall be, if willing, deemed reappointed unless it is expressly resolved not to fill the vacancy or a resolution for the reappointment of the director is put to the meeting and lost.

77. NO RETIREMENT ON ACCOUNT OF AGE

No person is incapable of being appointed a director by reason of his having reached the age of 70 or another age.

78. REMOVAL BY ORDINARY RESOLUTION

In addition to any power of removal conferred by the Acts, the Company may by ordinary resolution at a meeting of which special notice has been given in accordance with section 312 of the Act, remove a director before the expiry of his period of office (without prejudice to a claim for damages for breach of contract or otherwise) and may (subject to the articles) by ordinary resolution appoint another person who is willing to act to be a director in his place.

79. VACATION OF OFFICE BY DIRECTOR

79.1 Without prejudice to the provisions for retirement contained in the articles, the office of a director is vacated if:

- 79.1.1** he resigns by notice delivered to the secretary at the office or tendered at a board meeting;
- 79.1.2** where he has been appointed for a fixed term, the term expires;
- 79.1.3** he ceases to be a director by virtue of a provision of the Acts, is removed from office pursuant to the articles or becomes prohibited by law from being a director;
- 79.1.4** he becomes bankrupt or the subject of an interim receiving order or compounds with his creditors generally or he applies to the court for an interim order under section 253 of the Insolvency Act 1986 (as amended) in connection with a voluntary arrangement under that act or any analogous event occurs in relation to him in another jurisdiction;
- 79.1.5** a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- 79.1.6** both he and his alternate director appointed pursuant to the provisions of the articles (if any) are absent, without the permission of the board, from board meetings for six consecutive months and the board resolves that his office be vacated; or
- 79.1.7** he is removed from office by notice addressed to him at his last known address and signed by all his co directors (without prejudice to a claim for damages for breach of contract or otherwise).

79.2 A resolution of the board declaring a director to have vacated office under the terms of this article is conclusive as to the fact and grounds of vacation stated in the resolution.

79.3 If the office of a director is vacated for any reason, he shall cease to be a member of any committee of the board.

ALTERNATE DIRECTORS

80. APPOINTMENT

80.1 A director (other than an alternate director) may by notice in writing delivered to the secretary at the office or tabled at a meeting of the board, or in any other manner approved by the board, appoint as his alternate director:

- 80.1.1** another director, or

80.1.2 another person approved by the board and willing to act.

No appointment of an alternate director who is not already a director shall be effective until his consent to act as a director in the form prescribed by the Acts has been received at the office or tabled at a meeting of the board.

80.2 An alternate director need not be a member and shall not be counted in reckoning the number of directors for the purpose of article 68.

81. REVOCATION OF APPOINTMENT

A director may by notice in writing delivered to the secretary at the office or tabled at a meeting of the board revoke the appointment of his alternate director and, subject to the provisions of article 80, appoint another person in his place. If a director ceases to hold the office of director or if he dies, the appointment of his alternate director automatically ceases. If a director retires but is reappointed or deemed reappointed at the meeting at which his retirement takes effect, a valid appointment of an alternate director which was in force immediately before his retirement continues to operate after his reappointment as if he had not retired. The appointment of an alternate director ceases on the happening of an event which, if he were a director otherwise appointed, would cause him to vacate office.

82. PARTICIPATION IN BOARD MEETINGS

An alternate director shall be, if he gives the Company an address in the United Kingdom at which notices may be served on him or an address at which notices may be served on him by electronic means, entitled to receive notice of all meetings of the board and all committees of the board of which his appointor is a member and, in the absence from those meetings of his appointor, to attend and vote at the meetings and to exercise all the powers, rights, duties and authorities of his appointor. An alternate director has a separate vote at meetings of the board and committees of the board for each director for whom he acts as alternate director and who is not present (in addition to his own vote, if he is a director) but he counts as only one for the purpose of determining whether a quorum is present.

83. RESPONSIBILITY

A person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his acts and defaults, and shall not be deemed to be the agent of his appointor. An alternate director shall be entitled to be indemnified by the Company to the same extent as if he were a director.

REMUNERATION, EXPENSES AND PENSIONS

84. DIRECTORS' FEES

84.1 Unless otherwise decided by the Company by ordinary resolution, the Company shall pay to the directors (but not alternate directors) for their services as directors such amount of

aggregate fees as the board decides (not exceeding £850,000 per annum or such larger amount as the Company may by ordinary resolution decide). The aggregate fees shall be divided among the directors in such proportions as the board decides or, if no decision is made, equally. A fee payable to a director pursuant to this article is distinct from any salary, remuneration or other amount payable to him pursuant to other provisions of the articles or otherwise and accrues from day to day.

- 84.2** Subject to the Acts and to the articles and the requirements of the listing rules of the Financial Conduct Authority, the board may arrange for part of a fee payable to a director under this article to be provided in the form of fully paid shares in the capital of the Company. The amount of the fee payable in this way shall be at the discretion of the board and shall be applied in the purchase or subscription of shares on behalf of the relevant director. In the case of a subscription of shares, the subscription price per share shall be deemed to be the closing middle market quotation for a fully paid share of the Company of that class as published in the Daily Official List of the London Stock Exchange (or such other quotation derived from such other source as the board may deem appropriate) on the day of subscription.

85. ADDITIONAL REMUNERATION

A director who, at the request of the board, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the board may decide.

86. EXPENSES

A director is entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in the performance of his duties as director including, without limitation, expenses incurred in attending meetings of the board or of committees of the board or general meetings or separate meetings of the holders of a class of shares or debentures. Subject to the Acts, 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 properly to perform his duties as an officer of the Company or to enable him to avoid incurring any such expenditure.

87. REMUNERATION AND EXPENSES OF ALTERNATE DIRECTORS

An alternate director is not entitled to a fee from the Company for his services as an alternate director. The fee payable to an alternate director is payable out of the fee payable to his appointor and consists of such portion (if any) of the fee as he agrees with his appointor. The Company shall, however, repay to an alternate director expenses incurred by him in the performance of his duties if the Company would have been required to repay the expenses to him under article 86 had he been a director.

88. DIRECTORS' PENSIONS AND OTHER BENEFITS

88.1 The board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (by insurance or otherwise) for a person who is or has at any time been a director of:

88.1.1 the Company;

88.1.2 a company which is or was a subsidiary undertaking of the Company;

88.1.3 a company which is or was allied to or associated with the Company or a subsidiary undertaking of the Company; or

88.1.4 a predecessor in business of the Company or of a subsidiary undertaking of the Company,

(or, in each case, for any member of his family, including a spouse or former spouse, or a person who is or was dependent on him). For this purpose the board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The board may arrange for this to be done by the Company alone or in conjunction with another person.

88.2 A director or former director is entitled to receive and retain for his own benefit a pension or other benefit provided under article 88.1 and is not obliged to account for it to the Company.

89. REMUNERATION OF EXECUTIVE DIRECTORS

The salary or other remuneration of a director appointed to hold employment or executive office in accordance with the articles may be a fixed sum of money, or wholly or in part governed by business done or profits made, or as otherwise decided by the board, and may be in addition to or instead of a fee payable to him for his services as director pursuant to the articles.

POWERS AND DUTIES OF THE BOARD

90. POWERS OF THE BOARD

Subject to the Acts, these articles and to directions given by special resolution of the Company, the business and affairs of the Company shall be managed by the board which may exercise all the powers of the Company whether relating to the management of the business or not. No alteration of these articles and no direction given by the Company shall invalidate a prior act of the board which would have been valid if the alteration had not been made or the direction had not been given. The provisions of the articles giving specific powers to the board do not limit the general powers given by this article.

91. POWERS OF DIRECTORS BEING LESS THAN MINIMUM REQUIRED NUMBER

If the number of directors is less than the minimum prescribed by the articles or decided by the Company by ordinary resolution, the remaining director or directors may act only for the purposes of appointing an additional director or directors to make up that minimum or convening a general meeting of the Company for the purpose of making such appointment. If no director or directors is or are able or willing to act, two members may convene a general meeting for the purpose of appointing directors. An additional director appointed in this way holds office (subject to the articles) only until the dissolution of the next annual general meeting after his appointment unless he is reappointed during the meeting.

92. POWERS OF EXECUTIVE DIRECTORS

The board may delegate to a director holding executive office any of its powers, authorities and discretions for such time and on such terms and conditions as it thinks fit. In particular, without limitation, the board may grant the power to sub delegate, and may retain or exclude the right of the board to exercise the delegated powers, authorities or discretions collaterally with the director. The board may at any time revoke the delegation or alter its terms and conditions.

93. DELEGATION TO COMMITTEES

The board may delegate any of its powers, authorities and discretions (with power to sub delegate) to a committee. A committee may exercise its power to sub delegate by sub delegating to any person or persons. Any such committee or sub-committee shall consist of one or more directors and (if thought fit) one or more other person or persons to be co-opted as hereinafter provided. If any such committee or sub-committee determines to co-opt persons other than directors onto such committee or sub-committee, the number of such co-opted persons shall be less than one-half of the total number of members of the committee or sub-committee and no resolution of the committee or sub-committee shall be effective unless a majority of the members of the committee or sub-committee present at the meeting concerned are directors (except in the case of the risk committee where the number of such co-opted persons need not be less than one half of the total number of members of the sub-committee and a resolution of the risk committee shall be effective regardless of whether a majority of the members of such sub-committee present at the meeting concerned are directors). The board may retain or exclude its right to exercise the delegated powers, authorities or discretions collaterally with the committee. The board may at any time revoke the delegation or alter any terms and conditions or discharge the committee in whole or in part. Where a provision of the articles refers to the exercise of a power, authority or discretion by the board (including, without limitation, the power to pay fees, remuneration, additional remuneration, expenses and pensions and other benefits pursuant to articles 71 or 84 to 89) and that power, authority or discretion has been delegated by the board to a committee or sub-committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee or sub-committee.

94. AGENTS

The board may by power of attorney or otherwise appoint a person to be the agent of the Company and may delegate to that person any of its powers, authorities and discretions for such purposes, for such time and on such terms and conditions (including as to remuneration) as it thinks fit. In particular, without limitation, the board may grant the power to sub delegate and may retain or exclude the right of the board to exercise the delegated powers, authorities or discretions collaterally with the agent. The board may at any time revoke or alter the terms and conditions of the appointment or delegation.

95. ASSOCIATE DIRECTORS

The board may appoint a person (not being a director) to an office or employment having a designation or title including the word "director" or attach to an existing office or employment that designation or title and may terminate the appointment or use of that designation or title. The inclusion of the word "director" in the designation or title of an office or employment does not imply that the person is, or is deemed to be, or is empowered to act as, a director for any of the purposes of the Acts or the articles.

96. EXERCISE OF VOTING POWERS

Subject to article 98, the board may exercise or cause to be exercised the voting powers conferred by shares in the capital of another company held or owned by the Company, or a power of appointment to be exercised by the Company, in any manner it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of a director as an officer or employee of that company).

97. REGISTERS

Subject to the Acts and the Uncertificated Securities Regulations, the board may exercise the powers conferred on the Company with regard to the keeping of an overseas, local or other register and may make and vary regulations as it thinks fit concerning the keeping of such a register.

98. BORROWING POWERS

98.1 Subject to the following provisions of this article, the board may exercise all the powers of the Company to borrow money and to mortgage or charge all or part of the undertaking, property and assets (present or future) and uncalled capital of the Company and, subject to the Acts, to issue debentures and other securities, whether outright or as collateral security for a debt, liability or obligation of the Company or of a third party.

98.2 The board shall restrict the borrowings of the Company and shall exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings so as to ensure (as regards subsidiary undertakings, to the extent possible) that the aggregate principal amount outstanding in respect of moneys borrowed by the group does not at any time without the previous sanction of an ordinary resolution of the Company exceed a sum equal to three times the adjusted capital and reserves.

98.3 In this article:

98.3.1 "**adjusted capital and reserves**" means a sum equal to the aggregate of:

- (a) the amount paid up on the allotted share capital of the Company;
and
- (b) the amount standing to the credit or debit of the consolidated reserves of the Company and its subsidiary undertakings;

all as shown in the relevant balance sheet but after:

- (c) making all adjustments which are, in the opinion of the board, necessary or appropriate to take account of:
 - (i) a variation in the amounts referred to in paragraphs (a) and (b) since the date of the relevant balance sheet arising out of the allotment of shares in the capital of the Company; for this purpose if a proposed allotment of shares by the Company for cash has been underwritten, those shares are deemed to have been allotted and the amount (including any premium) of the subscription moneys payable in respect of those shares (not being moneys payable later than six months after the date of allotment) are deemed to have been paid up to the extent underwritten on the date on which the issue of those shares was underwritten (or, if the underwriting was conditional, the date on which it became unconditional); and
 - (ii) other changes in circumstances since the date of the relevant balance sheet;

98.3.2 "**group**" means:

- (a) the Company;
- (b) all undertakings which are included in the consolidated group accounts in which the relevant balance sheet is comprised and which would be so included if group accounts were prepared at the relevant time (as if that time were the end of the Company's financial year); and
- (c) all undertakings which are not included in the consolidated group accounts in which the relevant balance sheet is comprised but which would be so included if group accounts were prepared at the relevant time (as if that time were the end of the Company's financial year);

- 98.3.3** "group undertaking" means the Company or another undertaking in the group;
- 98.3.4** "moneys borrowed" means all moneys borrowed including, without limitation
- (a) the nominal amount of and the amount of any premium paid in respect of any allotted share capital (not being equity share capital) of a group undertaking other than the Company not beneficially owned, directly or indirectly, by another group undertaking;
 - (b) any amount raised by acceptance under an acceptance credit facility;
 - (c) any amount raised under a note purchase facility;
 - (d) the amount of any liability in respect of a lease or hire purchase contract which would, in accordance with generally accepted accounting standards in the United Kingdom, be treated as a finance or capital lease;
 - (e) the amount of any liability in respect of a purchase price for assets or services the payment of which is deferred for a period of more than 90 days; and
 - (f) any amount raised under another transaction (including, without limitation, a forward sale or purchase agreement) having the commercial effect of a borrowing;
- but excluding:
- (g) borrowings by one group undertaking from another, including the principal amount of any loan capital (whether secured or unsecured) and the nominal amount of any allotted or issued share capital (not being equity share capital) of a group undertaking beneficially owned, directly or indirectly, by another group undertaking;
 - (h) borrowings for the purpose of financing a contract to the extent that the price receivable under the contract is guaranteed or insured by UK Export Finance or by another person fulfilling a similar function;
 - (i) borrowings for the purpose of, and to be applied within six months of being made in, repaying the whole or part of borrowings that constitute moneys borrowed for the purposes of this article, pending their application for that purpose within that period;

and in calculating moneys borrowed for the purposes of this article, there shall be deducted:

- (j) an amount equal to the aggregate of:
 - (i) all cash in hand and cash deposits repayable on demand with any bank or financial institution (not itself a group undertaking); and
 - (ii) investments which are readily convertible into known amounts of cash with notice of 48 hours or less;

in each case beneficially owned, directly or indirectly, by a group undertaking and whether denominated in sterling or in a currency other than sterling;

98.3.5 "**relevant balance sheet**" means the consolidated balance sheet dealing with the state of affairs of the Company and its subsidiary undertakings comprised in the latest group accounts prepared and approved by the board and on which the auditors have made their report pursuant to the Acts.

98.4 When the amount of moneys borrowed to be taken into account for the purposes of this article on a particular day is being calculated, moneys denominated or repayable in a currency other than the currency in which the relevant balance sheet is prepared (the "**balance sheet currency**") shall be converted for the purpose of calculating the balance sheet currency equivalent either:

98.4.1 at the rate of exchange specified in a forward purchase contract, currency option, back to back loan, swap or other arrangement taken out or entered into to reduce the risk associated with fluctuations in rates of exchange in respect of repayment of those moneys (a "**hedging agreement**"); or

98.4.2 if those moneys were borrowed on or before the date of the relevant balance sheet and repayment of those moneys has not been covered by a hedging agreement, at the more favourable to the Company of:

- (a) the rate of exchange used for the conversion of that currency in the relevant balance sheet, or
- (b) the middle market rate of exchange quoted by a London clearing bank selected by the board at the close of business in London on the business day immediately preceding the day on which the calculation falls to be made; or

98.4.3 if those moneys were borrowed after the date of the relevant balance sheet and repayment of those moneys has not been covered by a hedging agreement, at the more favourable to the Company of:

- (a) the middle market rate of exchange quoted by a London clearing bank selected by the board at the close of business in London on the date of the relevant balance sheet, or
- (b) the middle market rate of exchange quoted by a London clearing bank selected by the board at the close of business in London on the business day immediately preceding the day on which the calculation falls to be made.

98.5 When calculating moneys borrowed for the purposes of this article, where a group undertaking has issued and paid up equity share capital that is not owned, directly or indirectly, by a group undertaking ("**external capital**"):

98.5.1 the relevant percentage of any borrowings from that group undertaking by another group undertaking may not be excluded pursuant to article 98.3.4(g);

98.5.2 the relevant percentage of any borrowings made by that group undertaking that constitute moneys borrowed for the purposes of this article shall be deducted; and

98.5.3 the relevant percentage of any items falling within clause 98.3.4(j) beneficially owned, directly or indirectly, by that group undertaking may not be deducted,

and for the purpose of this article "**relevant percentage**" means a percentage equal to the percentage that the external capital forms of the whole of the issued and paid up equity share capital of that group undertaking.

98.6 A report of the auditors as to the amount of the adjusted capital and reserves or the aggregate amount of moneys borrowed for the purposes of this article is conclusive and binding on all concerned. Nevertheless the board may at any time act in reliance on a bona fide estimate of the amount of the adjusted capital and reserves or the aggregate amount of moneys borrowed. If in consequence the limit on moneys borrowed set out in this article is inadvertently exceeded, the amount of moneys borrowed equal to the excess may be disregarded for 90 days after the date on which by reason of a determination of the auditors or otherwise the board becomes aware that this situation has or may have arisen.

98.7 No debt incurred or security given in respect of moneys borrowed in excess of the limit imposed by this article is invalid or ineffectual except where express notice that the limit has been or will be exceeded has been given to the lender or recipient of the security at the time when the debt is incurred or security given. No lender or other person dealing with the Company is concerned to see or enquire whether the limit is observed.

99. REGISTER OF CHARGES

The Company shall keep a register of charges in accordance with the Acts and the fee to be paid by a person other than a creditor or member for each inspection of the register of charges is the maximum sum prescribed by the Acts or, failing which, decided by the board.

100. DIRECTORS' INTERESTS

100.1 The board may authorise any matter proposed to it which would, if not so authorised, involve a breach of duty by a director under section 175 of the Act.

100.2 For the purposes of this article 100, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

100.3 Any authorisation under article 100.1 will be effective only if:

100.3.1 the matter in question shall have been proposed in writing (giving full particulars of the relevant situation) for consideration at a meeting of the directors, in accordance with the board's normal procedures or in such other manner as the directors may approve;

100.3.2 any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other director interested in the matter under consideration; and

100.3.3 the matter was agreed to without such director(s) voting or would have been agreed to if the votes(s) of such director(s) had not been counted.

100.4 In giving any authorisation under article 100.1 the board may at the time of giving such authorisation and from time to time thereafter impose such limits or conditions as it thinks fit.

100.5 If a director has declared to the board the nature and extent of any direct or indirect interest of his in accordance with this article 100 or where article 100.6 applies and no declaration of interest is required, the director may (subject to compliance with any applicable requirements of the Acts), notwithstanding his office:

100.5.1 enter into or otherwise be interested in a contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise directly or indirectly interested;

100.5.2 hold any office with the Company (except as auditor) in conjunction with his office of director for such period and upon such terms, including as to remuneration, as the board may decide;

100.5.3 act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor), and in any such case on such terms as to remuneration and otherwise as the board may decide;

- 100.5.4** be or become a director or other officer of, or employed by, or be otherwise interested in, any body corporate in which the Company is otherwise directly or indirectly interested; and
- 100.5.5** be or become a director of any other company in which the Company does not have an interest if that cannot be reasonably regarded as likely to give rise to a conflict of interests.
- 100.6** A director need not declare an interest in order to take advantage of article 100.5:
- 100.6.1** if his interest cannot reasonably be regarded as likely to give rise to a conflict of interest;
- 100.6.2** 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);
- 100.6.3** if, or to the extent that, his interest concerns terms of his service contract that have been or are to be considered by a meeting of the directors or by a committee of the directors appointed for the purpose under these articles; or
- 100.6.4** if the director is not aware of his interest or is not aware of the contract, arrangement, transaction or proposal in question.
- 100.7** A director may not vote on or be counted in the quorum in relation to a resolution of the board concerning a transaction or arrangement to which the Company is or is to be a party and in which he has a direct or indirect interest which is, to his knowledge, a material interest (otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise in or through the Company), but this prohibition does not apply to a resolution concerning any of the following matters:
- 100.7.1** the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
- 100.7.2** the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;
- 100.7.3** a transaction or arrangement concerning an offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription or purchase, in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub underwriting of which he is to participate;
- 100.7.4** a transaction or arrangement to which the Company is or is to be a party concerning another company (including a subsidiary undertaking of the

Company) in which he is interested (directly or indirectly) whether as an officer, shareholder, creditor or otherwise (a "relevant company"), if he does not to his knowledge hold an interest in shares (as that term is used in sections 820 to 825 of the Act) representing one per cent. or more of either any class of the equity share capital of or the voting rights in the relevant company;

100.7.5 a transaction or arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings (including any pension fund or retirement, death or disability scheme) which does not award him a privilege or benefit not generally awarded to the employees to whom it relates; and

100.7.6 a transaction or arrangement concerning the purchase or maintenance of any insurance policy for the benefit of directors or for the benefit of persons including directors.

100.8 A director may not vote on or be counted in the quorum in relation to a resolution of the board or committee of the board concerning his own appointment (including, without limitation, fixing or varying the terms of his appointment or its termination) as the holder of an office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including, without limitation, fixing or varying the terms of appointment or its termination) of two or more directors to offices or places of profit with the Company or a company in which the Company is interested, such proposals shall be divided and a separate resolution considered in relation to each director. In that case, each of the directors concerned (if not otherwise debarred from voting under this article) is entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

100.9 If a question arises at a meeting as to the materiality of a director's interest (other than the interest of the chair of the meeting) or as to the entitlement of a director (other than the chair) to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chair and his ruling in relation to the director concerned is conclusive and binding on all concerned.

100.10 If a question arises at a meeting as to the materiality of the interest of the chair of the meeting or as to the entitlement of the chair to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be decided by resolution of the directors or committee members present at the meeting (excluding the chair) whose majority vote is conclusive and binding on all concerned.

100.11 A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. In particular:

100.11.1 he will be under no obligation to disclose any such information to the board or to any director or other officer or employee of the Company; and

100.11.2 any failure on his part to use or apply any such information in performing his duties as a director of the Company will not constitute a breach by him of his duty under section 172 or section 174 of the Act.

However, to the extent that his relationship with that other person gives rise to an interest of his which conflicts, or possibly may conflict, with the interests of the Company, this article 100.11 applies only if the existence of that relationship has been authorised by the board pursuant to article 100.1. This article 100.11 is without prejudice to any equitable principle or rule of law which may excuse the director from disclosing information in circumstances where disclosure would otherwise be required under this article 100.

100.12 Where, in relation (directly or indirectly) to a matter which has been authorised by the board pursuant to article 100.1, a director finds himself in a situation in which he has an interest which conflicts, or possibly may conflict, with an interest of the Company, the duty which he owes to the Company by virtue of section 175 of the Act will not be infringed by anything done (or omitted to be done) in accordance with the following provisions. The director may, for so long as he reasonably believes the situation subsists:

100.12.1 absent himself from meetings of the board or from the discussion of any matter at a meeting; and/or

100.12.2 make such arrangements as he sees fit for board papers to be received and read by a professional adviser on his behalf; and/or

100.12.3 behave in any other way authorised by any guidance which may from time to time be issued by the board.

100.13 For the purposes of this article 100, any interest of a person who is for the purposes of the Act connected with (within the meaning of section 252 of the Act) a director is treated as the interest of the director and, in relation to an alternate director, the interest of his appointor is treated as the interest of the alternate director in addition to any interest which the alternate director otherwise has. This article 100 applies to an alternate director as if he were a director otherwise appointed.

100.14 A director shall not be accountable to the Company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:

100.14.1 the acceptance, entry into or existence of which has been approved by the directors pursuant to article 100.1 (subject, in any such case, to any limits or conditions to which such approval was subject); or

100.14.2 which he is permitted to hold or enter into by virtue of article 100.5.

No transaction or arrangement approved or permitted pursuant to articles 100.1 or 100.5 shall be liable to be avoided on the ground of any such interest or benefit.

100.15 The acceptance of a benefit from a third party by a director will not constitute a breach of section 176 of the Act if the acceptance of the benefit cannot reasonably be regarded as likely to give rise to a conflict of interest even if the benefit was conferred by reason of his being a director of the company.

100.16 Any declaration required by this article 100 may be made at a meeting of the directors or by notice in writing in accordance with section 184 of the Act or by general notice in accordance with section 185 of the Act or otherwise in accordance with section 177 of the Act.

100.17 Subject to the Acts, the Company may by ordinary resolution suspend or relax the provisions of this article 100 to any extent or ratify any contract, arrangement, transaction or proposal not properly authorised by reason of a contravention of this article 100.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

101. BOARD MEETINGS

Subject to the articles, the board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit.

102. NOTICE OF BOARD MEETINGS

A director may, and the secretary at the request of a director shall, summon a board meeting at any time. Notice of a board meeting is deemed to be duly given to a director if it is given to him personally or by word of mouth or by electronic means to an address given by him to the Company for that purpose or sent in writing to him at his last known address or another address given by him to the Company for that purpose. A director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively. A director absent or intending to be absent from the United Kingdom may request that notices of board meetings during his absence be sent in hard copy form or by electronic means to him to an address given by him to the Company for that purpose. If no request is made (and/or if no such non United Kingdom address is given) it is not necessary to give notice of a board meeting to a director who is absent from the United Kingdom.

103. QUORUM

The quorum necessary for the transaction of business may be decided by the board and until otherwise decided is two directors present in person or by alternate director. A duly convened meeting of the board at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the board.

104. CHAIR OF BOARD

The board may appoint one of its body as chair to preside at every board meeting at which he is present and one or more deputy chair or chairs and decide the period for which he is or they are to hold office (and may at any time remove him or them from office). If no chair or deputy chair is elected, or if at a meeting neither the chair nor a deputy chair is present within five minutes of the time fixed for the start of the meeting, the directors and alternate directors (in the absence of their appointors) present shall choose one of their number to be chair. If two or more deputy chairs are present, the senior of them shall act as chair, seniority being determined by length of office since their last appointment or reappointment or deemed reappointment. As between two or more who have held office for an equal length of time, the deputy chair to act as chair shall be decided by those directors and alternate directors (in the absence of their appointors) present. A chair or deputy chair may hold executive office or employment with the Company.

105. VOTING

Questions arising at a meeting of the board are determined by a majority of votes. In case of an equality of votes the chair has a second or casting vote.

106. PARTICIPATION BY TELEPHONE

A director or his alternate director may participate in a meeting of the board or a committee of the board through the medium of conference telephone, video teleconference or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Acts, all business transacted in this way by the board or a committee of the board is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the board or a committee of the board although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting then is.

107. RESOLUTION IN WRITING

A resolution in writing executed by all directors for the time being entitled to vote on the resolution and not being less than a quorum or by all members of a committee of the board for the time being entitled to vote on the resolution and not being less than a quorum is as valid and effective for all purposes as a resolution passed at a meeting of the board (or committee, as the case may be). The resolution in writing may consist of several documents in the same form each executed by one or more of the directors, alternate directors or members of the relevant committee. The resolution in writing need not be executed by an alternate director if it is executed by his appointor in that capacity and a resolution executed by an alternate director need not be executed by his appointor.

108. PROCEEDINGS OF COMMITTEES

108.1 Proceedings of any committee of the board consisting of two or more members shall be conducted in accordance with terms prescribed by the board (if any). Subject to those terms and article 108.2 below, proceedings shall be conducted in accordance with applicable provisions of the articles regulating the proceedings of the board.

108.2 Where the board resolves to delegate any of its powers, authorities and discretions to a committee and that resolution states that the committee shall consist of any one or more unnamed directors, it is not necessary to give notice of a meeting of that committee to directors other than the director or directors who form the committee (subject to the terms of reference of any such committee).

109. MINUTES OF PROCEEDINGS

109.1 The board shall cause minutes to be made in books kept for the purpose of:

109.1.1 all appointments of officers and committees made by the board and of any remuneration fixed by the board; and

109.1.2 all resolutions of the Company and all proceedings of general meetings of the Company, of the holders of any class of shares in the Company, and of the board, and of committees of the board, including the names of the directors present at each such meeting.

109.2 If purporting to be signed by the chair of the meeting at which the proceedings were held or by the chair of the next succeeding meeting, minutes are evidence of the proceedings at the meeting.

109.3 All such minutes must be kept for the period specified in the Act.

110. VALIDITY OF PROCEEDINGS OF BOARD OR COMMITTEE

All acts done by a meeting of the board, or of a committee of the board, or by a person acting as a director, alternate director or member of a committee shall be valid, notwithstanding that it is afterwards discovered that there was a defect in the appointment of a person or persons acting, or that they or any of them were or was disqualified from holding office, or had ceased to hold office, or were not entitled to vote on the matter in question.

SECRETARY AND AUTHENTICATION OF DOCUMENTS

111. SECRETARY

111.1 Subject to the Acts, the board shall appoint a secretary or joint secretaries and may appoint one or more persons to be an assistant or deputy secretary on such terms and conditions (including, without limitation, remuneration) as it thinks fit. The board may remove a person appointed pursuant to this article from office and appoint another or others in his place.

- 111.2** Any provision of the Acts or of the articles requiring or authorising a thing to be done by or to a director and the secretary is not satisfied by its being done by or to the same person acting both as director and as, or in the place of, the secretary.

112. AUTHENTICATION OF DOCUMENTS

- 112.1** A director or the secretary or another person appointed by the board for the purpose may authenticate documents affecting the constitution of the Company (including, without limitation, the memorandum of association and the articles) and resolutions passed by the Company or holders of a class of shares or the board or a committee of the board and books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts.
- 112.2** A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting of the Company or of the board or of any committee of the board which is certified as such in accordance with article 112 shall be conclusive evidence in favour of all persons dealing with the Company on the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of proceedings at a duly constituted meeting.

SEALS

113. SAFE CUSTODY

The board shall provide for the safe custody of every seal.

114. APPLICATION OF SEALS

A seal may be used only by the authority of a resolution of the board or of a committee of the board. The board may decide who will sign an instrument to which a seal is affixed (or, in the case of a share certificate, on which the seal may be printed) either generally or in relation to a particular instrument or type of instrument. The board may also decide, either generally or in a particular case, that a signature may be dispensed with or affixed by mechanical means. Unless otherwise decided by the board:

- 114.1.1** share certificates and certificates issued in respect of debentures or other securities (subject to the provisions of the relevant instrument) need not be signed or, if signed, a signature may be applied by mechanical or other means or may be printed; and
- 114.1.2** the board may determine who may sign every other instrument to which a seal is affixed and it shall also be signed by at least one authorised person in the presence of a witness who attests the signature. For the purpose of this article an authorised person is any director of the Company, company secretary or any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

115. OFFICIAL SEAL FOR USE ABROAD

If the Company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, had been authorised by a decision of the directors.

116. SECURITY SEAL

If the Company has a security seal, it may only be affixed to securities by the secretary or a person authorised to apply it to securities by the secretary.

DIVIDENDS AND OTHER PAYMENTS

117. DECLARATION OF DIVIDENDS

Subject to the Acts and the articles, the Company may by ordinary resolution declare a dividend to be paid to the members according to their respective rights and interests, but no dividend may exceed the amount recommended by the board.

118. INTERIM DIVIDENDS

Subject to the Acts, the board may declare and pay such interim dividends (including, without limitation, a dividend payable at a fixed rate) as appear to it to be justified by the profits of the Company available for distribution. No interim dividend shall be declared or paid on shares which do not confer preferred rights with regard to dividend if, at the time of declaration, any dividend on shares which do confer a right to a preferred dividend is in arrears. If the board acts in good faith, it does not incur any liability to the holders of shares conferring preferred rights for a loss they may suffer by the lawful payment of an interim dividend on shares ranking after those with preferred rights.

119. ENTITLEMENT TO DIVIDENDS

119.1 All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date, such share shall rank for or be entitled to dividends accordingly.

119.2 Except as otherwise provided by the rights attached to, or the terms of issue of, shares:

119.2.1 a dividend shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is declared and paid, but no amount paid up on a share in advance of a call may be treated for the purpose of this article as paid up on the share; and

119.2.2 dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

119.3 Except as otherwise provided by the rights attached to shares, dividends may be declared or paid in any currency. The board may agree with any member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

120. METHOD OF PAYMENT

120.1 The Company may pay any dividend, interest or other amount payable in respect of a share:

120.1.1 in cash;

120.1.2 by cheque, warrant or money order made payable to or to the order of the person entitled to the payment (and may, at the Company's option, be crossed "account payee" where appropriate);

120.1.3 by direct debit, bank transfer or other funds transfer system to an account designated in writing by the person entitled to the payment;

120.1.4 if the board so decides, by means of a relevant system in respect of an uncertificated share, subject to any procedures established by the board to enable a holder of uncertificated shares to elect not to receive dividends by means of a relevant system and to vary or revoke any such election;

120.1.5 by any electronic or other means as the Board may decide; or

120.1.6 by such other method as the person entitled to the payment may in writing direct and the board may agree.

Without prejudice to the generality of the foregoing, in respect of shares in uncertificated form, such payment may include the sending by the Company or by any person on its behalf of an instruction to the Operator of the relevant system to credit the cash memorandum account of the holder or joint holders or, if permitted by the Company, of such person as the holder or joint holders may in writing direct.

120.2 The Company may send a cheque, warrant or money order by post:

120.2.1 in the case of a sole holder, to his registered postal address;

120.2.2 in the case of joint holders, to the registered postal address of the person whose name appears first in the register;

120.2.3 in the case of a person or persons entitled by transmission to a share, as if it were a notice given in accordance with article 135.2; or

120.2.4 in any case, to a person and postal address that the person or persons entitled to the payment may in writing direct or as the Company may otherwise decide, and

every such cheque, warrant or order shall be made payable to or to the order of the person to whom it is sent, or to such other person as the holder or joint holders may in writing direct (or as the board may otherwise decide).

120.3 Where a share is held jointly or by (a) person(s) entitled by transmission to a share:

120.3.1 the Company shall pay any dividend, interest or other amount payable in respect of that share to the joint holder whose name stands first in the register or the person(s) entitled by transmission to the share, and in either case that the joint holder or person(s) may give an effective receipt for the payment; and

120.3.2 for any of the purposes of this article 120, the Company may rely in relation to a share on the written direction or designation of all the joint holders of the share, or the person(s) entitled by transmission to the share.

120.4 Every cheque, warrant or money order sent by post is sent at the risk of the person entitled to the payment. If payment is made by direct debit, bank transfer or other funds transfer, by means of a relevant system, by any electronic or other means as the Board may decide or by another method at the direction of the person entitled to payment, the Company is not responsible for amounts lost or delayed in the course of making that payment. Without prejudice to the generality of the foregoing, if any such cheque, warrant or order has or shall be alleged to have been lost, stolen or destroyed, the directors may, on request of the person entitled thereto, issue a replacement cheque, warrant or order subject to compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the directors may think fit.

120.5 Without prejudice to article 67, the board may withhold payment of a dividend (or part of a dividend) payable to a person entitled by transmission to a share until he has provided such evidence of his right as the board may reasonably require.

121. DIVIDENDS NOT TO BEAR INTEREST

No dividend or other amount payable by the Company in respect of a share bears interest as against the Company unless otherwise provided by the rights attached to the share.

122. CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS ETC.

The board may deduct from a dividend or other amounts payable to a person in respect of a share amounts due from him to the Company on account of a call or otherwise in relation to a share.

123. UNCLAIMED DIVIDENDS ETC.

All dividends, interest and other sums payable which are unclaimed for one year after having been declared may be invested or otherwise made use of by the board for the benefit of the Company until claimed. A dividend unclaimed for a period of 6 years from the date it was declared or became due for payment is forfeited and ceases to remain owing by the Company. The payment of an unclaimed dividend, interest or other amount payable by the Company in respect of a share into a separate account does not constitute the Company a trustee in respect of it.

124. UNCASHED DIVIDENDS

If, in respect of a dividend or other amount payable in respect of a share, on any one occasion:

124.1.1 a cheque, warrant or money order is returned undelivered or left uncashed; or

124.1.2 a transfer made by a bank or other funds transfer system is not accepted,

and reasonable enquiries have failed to establish another address or account of the person entitled to the payment, the Company is not obliged to send or transfer a dividend or other amount payable in respect of that share to that person until he notifies the Company of an address or account to be used for that purpose. If the cheque, warrant or money order is returned undelivered or left uncashed or transfer not accepted on two consecutive occasions, the Company may exercise this power without making any such enquiries.

125. PAYMENT OF DIVIDENDS IN SPECIE

Without prejudice to article 67, the board may, with the prior authority of an ordinary resolution of the Company, direct that payment of a dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of another company. If the shares in respect of which a non-cash distribution is paid are uncertificated, any shares in the Company which are issued as a non-cash distribution in respect of them must be uncertificated. Where a difficulty arises in connection with the distribution, the board may settle it as it thinks fit and in particular, without limitation, may:

125.1.1 deal with any fractional entitlement to shares as set out in article 38;

125.1.2 fix the value for distribution of the specific assets (or any part of them);

125.1.3 decide that a cash payment be made to a member on the basis of the value so fixed, in order to secure equality of distribution; and

125.1.4 vest assets in trustees on trust for the persons entitled to the dividend as seems expedient to the board.

126. PAYMENT OF SCRIP DIVIDENDS

- 126.1** Subject to the Acts, but without prejudice to article 67, the board may, with the prior authority of an ordinary resolution of the Company, allot to those holders of a particular class of shares who have elected to receive them further shares of that class or ordinary shares in either case credited as fully paid ("**new shares**") instead of cash in respect of all or part of a dividend or dividends specified by the resolution, subject to any exclusions, restrictions or other arrangements the board may in its absolute discretion deem necessary or expedient to deal with legal or practical problems under the laws of, or the requirements of a recognised regulatory body or a stock exchange in, any territory.
- 126.2** Where a resolution under article 126.1 is to be proposed at a general meeting and the resolution relates in whole or in part to a dividend to be declared at that meeting, then the resolution declaring the dividend is deemed to take effect at the end of that meeting.
- 126.3** A resolution under article 126.1 may relate to a particular dividend or to all or any dividends declared or paid within a specified period but such period may not end later than the conclusion of the third annual general meeting following the date of the meeting at which the ordinary resolution is passed.
- 126.4** The board shall determine the basis of allotment of new shares so that, as nearly as may be considered convenient without involving rounding up of fractions, the value of the new shares (including a fractional entitlement) to be allotted (calculated by reference to the average quotation, or the nominal value of the new shares, if greater) equals (disregarding an associated tax credit) the amount of the dividend which would otherwise have been received by the holder (the "**relevant dividend**"). For this purpose the "**average quotation**" of each of the new shares is the average of the middle market quotations for a fully paid share of the Company of that class derived from the Daily Official List of the London Stock Exchange (or such other average value derived from such other source as the board may deem appropriate) for the business day on which the relevant class of shares is first quoted "ex" the relevant dividend (or such other date as the board may deem appropriate) and the four subsequent business days or shall be as determined by or in accordance with the resolution under article 126.1. A certificate or report by the auditors as to the value of the new shares to be allotted in respect of any dividend shall be conclusive evidence of that amount.
- 126.5** The board may make any provision it considers appropriate in relation to an allotment made or to be made pursuant to this article (whether before or after the passing of the resolution under article 126.1), including, without limitation:
- 126.5.1** the giving of notice to holders of the right of election offered to them;
 - 126.5.2** the provision of forms of election (whether in respect of a particular dividend or dividends generally);
 - 126.5.3** determination of the procedure for making and revoking elections;

126.5.4 the place at which, and the latest time by which, forms of election and other relevant documents must be lodged in order to be effective.

The basis of allotment shall be such that no holder may receive a fraction of a share.

126.6 The dividend (or that part of the dividend in respect of which a right of election has been offered) is not declared or payable on shares in respect of which an election has been duly made (the "**elected shares**"); instead new shares are allotted to the holders of the elected shares on the basis of allotment calculated as in article 126.4. For that purpose, the board may resolve to capitalise 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, a sum equal to the aggregate nominal amount of the new shares to be allotted and apply it in paying up in full the appropriate number of new shares for allotment and distribution to the holders of the elected shares.

126.7 The new shares rank *pari passu* in all respects with each other and with the fully paid shares of the same class in issue on the record date for the dividend in respect of which the right of election has been offered, but they will not rank for a dividend or other distribution or entitlement which has been declared or paid by reference to that record date.

126.8 In relation to any particular proposed dividend, the board may in its absolute discretion decide:

126.8.1 that shareholders shall not be entitled to make any election in respect thereof and that any election previously made shall not extend to such dividend; or

126.8.2 at any time prior to the allotment of the new shares which would otherwise be allotted in lieu thereof, that all elections to take ordinary shares in lieu of such dividend shall be treated as not applying to that dividend, and if so the dividend shall be paid in cash as if no elections had been made in respect of it.

126.9 The board may do such acts and things which it considers necessary or expedient to give effect to any such capitalisation and may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for such capitalisation, and any incidental matters and any agreement so made shall be binding on all concerned.

127. RESERVES

The board may, before recommending any dividend (whether preferential or otherwise), set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the board, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the board may think fit, and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other

investments of the Company. The board may also, without placing the same to reserve, carry forward any profits which it may think prudent not to distribute.

128. CAPITALISATION OF PROFITS

Subject to the Acts, the board may, with the authority of an ordinary resolution of the Company:

128.1.1 resolve to capitalise an amount 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;

128.1.2 appropriate the sum resolved to be capitalised to the members in proportion to the nominal amount of ordinary shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

- (a) paying up the amounts (if any) for the time being unpaid on shares held by them respectively; or
- (b) paying up in full unissued shares or debentures of a nominal amount equal to that sum and allot the shares or debentures, credited as fully paid, to the members (or as they may direct) in those proportions,

or partly in one way and partly in the other, but the share premium account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;

128.1.3 make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where shares or debentures become distributable in fractions the board may deal with the fractions as it thinks fit in accordance with article 38;

128.1.4 authorise a person to enter (on behalf of all the members concerned) an agreement with the Company providing for either:

- (a) the allotment to the members respectively, credited as fully paid, of shares or debentures to which they may be entitled on the capitalisation, or
- (b) the payment by the Company on behalf of the members (by the application of their respective proportions of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing shares,

an agreement made under the authority being effective and binding on all those members; and

128.1.5 generally do all acts and things required to give effect to the resolution.

129. RECORD DATES

Notwithstanding any other provision of the articles, but subject to the Acts and rights attached to shares, the Company or the board may fix any date as the record date for a dividend, distribution, allotment or issue. The record date may be on or at any time before or after a date on which the dividend, distribution, allotment or issue is declared, made or paid.

ACCOUNTS

130. KEEPING AND INSPECTION OF ACCOUNTS

130.1 The board shall ensure that accounting records are kept in accordance with the Acts.

130.2 The accounting records shall be kept at the office or, subject to the Acts, at another place decided by the board and shall be available during business hours for the inspection of the directors and other officers. No member (other than a director or other officer) has the right to inspect an accounting record or other document except if that right is conferred by the Acts or he is authorised by the board or by an ordinary resolution of the Company.

131. ACCOUNTS TO BE SENT TO MEMBERS ETC.

131.1 In respect of each financial year, a copy of the Company's annual accounts, the directors' report, the directors' remuneration report, the strategic report and the auditors' report on those accounts, the strategic report (where this is covered by the auditor's report), the directors' report and the auditable part of the directors' remuneration report shall be sent or supplied to:

131.1.1 every member (whether or not entitled to receive notices of general meetings);

131.1.2 every holder of debentures (whether or not entitled to receive notices of general meetings); and

131.1.3 every other person who is entitled to receive notices of general meetings,

not less than 21 clear days before the date of the meeting at which copies of those documents are to be laid in accordance with the Acts. This article does not require copies of the documents to which it applies to be sent or supplied to:

131.1.4 a member or holder of debentures of whose address the Company is unaware; or

131.1.5 more than one of the joint holders of shares or debentures.

- 131.2** The board may determine that persons entitled to receive a copy of the Company's annual accounts, the directors' report, the directors' remuneration report, the strategic report and the auditors' report on those accounts, the strategic report (where this is covered by the auditor's report), the directors' report and the auditable part of the directors' remuneration report are those persons entered on the register at the close of business on a day determined by the board, provided that, if the Company is a participating issuer, the day determined by the board may not be more than 21 days before the day that the relevant copies are being sent.
- 131.3** Where permitted by the Acts, a summary financial statement derived from the Company's annual accounts, the directors' report, the directors' remuneration report and the strategic report in the form and containing the information prescribed by the Acts may be sent or supplied to a person so electing in place of the documents required to be sent or supplied by article 131.1.

NOTICES AND COMMUNICATIONS

132. FORM OF NOTICES AND COMMUNICATIONS BY THE COMPANY

- 132.1** Save where these articles expressly require otherwise, any shareholder information may be sent or supplied in accordance with the Act (whether authorised or required to be sent or supplied by the Acts or otherwise) in hard copy form, in electronic form or by means of a website.
- 132.2** Subject to the specific terms of any article, any notice to be given to or by any person pursuant to these articles shall be in writing (which, for the avoidance of doubt, shall be deemed to include a notice given in electronic form or by website communication), save that a notice convening a meeting of the board or of a committee of the board need not be in writing.
- 132.3** Any member or person nominated to receive shareholder information whose address in the register is not within the United Kingdom and who gives to the Company a postal address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such postal address, but otherwise no such person, other than a person whose address in the register is within the United Kingdom, shall be entitled to receive any notice from the Company. Any member or person nominated by a member to receive shareholder information whose address in the register is not within the United Kingdom and who gives to the Company an address for the purposes of receipt of communications in electronic form may, at the absolute discretion of the board, have notices served upon him at such address. In any event, the board shall, in its absolute discretion, be entitled to withhold notices to any member (and such member shall not be entitled to receive notices) in circumstances where the board considers that the sending of the notice to the member's address (whether physical or electronic) would or might infringe the laws of any other jurisdiction. The withholding of any notice in accordance with this article 132.3, or the sending of (or purporting to send) any notice to any member not entitled to receive a notice under this article 132.3, shall be

ignored for the purposes of determining the validity of the proceedings at the relevant general meeting.

133. DEEMED DELIVERY OF NOTICES, DOCUMENTS AND INFORMATION

- 133.1** Shareholder information by post and addressed to a member at his registered address or address for service in the United Kingdom is deemed to be given to or received by the intended recipient 24 hours after it was put in the post if pre paid as first class post and 48 hours after it was put in the post if pre paid as second class post, and in proving service it is sufficient to prove that the envelope containing the notice, document or information was properly addressed, pre paid and posted. In calculating the period of hours for the purposes of this article no account shall be taken of Sundays or Bank Holidays in England.
- 133.2** Shareholder information sent or supplied by electronic means to an address specified for the purpose by the member is deemed to have been given to or received by the intended recipient on the same day it was sent, and in proving service it is sufficient to prove that the communication was properly addressed and sent.
- 133.3** Shareholder information sent or supplied by means of a website is deemed to have been given to or received by the intended recipient when (i) the material was first made available on the website or (ii) if later, when the recipient received (or, in accordance with this article 133, is deemed to have received) notification of the fact that the material was available on the website.
- 133.4** Shareholder information not sent by post but left at a registered address or address for service in the United Kingdom is deemed to be given on the day it is left.
- 133.5** Shareholder information served or delivered by the Company by any other means authorised in writing by the member concerned is deemed to be served when the Company has taken the action it has been authorised to take for that purpose.
- 133.6** Where in accordance with these articles a member is entitled or required to give or send to the Company a notice in writing, the Company may, if it in its absolute discretion so decides, (and shall, if it is registered to do so or is deemed to have so agreed by any provision of the Acts) permit such notices (or specified classes thereof) to be sent to the Company by such means of electronic communication as may from time to time be specified (or be deemed by the Acts to be agreed) by the Company, so as to be received at such address as may for the time being be specified (or deemed by the Acts to be specified) by the Company (generally or specifically) for the purpose. Any means of so giving or sending such notices by electronic communication shall be subject to any terms, limitations, conditions or restrictions that the directors may from time to time prescribe.
- 133.7** Any member present at any general meeting of the Company or of the holders of any class of shares in the Company shall for all purposes be deemed to have received due notice of such meeting and, where required, of the purposes for which such meeting was called.

134. NOTICE BINDING ON TRANSFEREES ETC.

A person who becomes entitled to a share by transmission, transfer or otherwise is bound by a notice in respect of that share (other than a notice served by the Company under section 793 of the Act) which, before his name is entered in the register, has been properly served on a person from whom he derives his title.

135. NOTICE IN CASE OF JOINT HOLDERS AND ENTITLEMENT BY TRANSMISSION

135.1 In the case of joint holders of a share, shareholder information shall be validly sent or supplied to all joint holders if sent or supplied to whichever of them is named first in the register in respect of the joint holding. Anything to be agreed or specified in relation to shareholder information to be sent or supplied to joint holders, may be agreed or specified by the joint holder who is named first in the register in respect of the joint holding.

135.2 Where a person is entitled by transmission to a share, the Company may give shareholder information to that person as if he were the holder of a share by addressing it to him by name or by the title of representative of the deceased or trustee of the bankrupt member (or by similar designation) at a postal address in the United Kingdom, or if he so wishes an address for the service and delivery of electronic communications, supplied for that purpose by the person claiming to be entitled by transmission, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such shareholder information on all persons interested (whether jointly with or as claiming through or under him) in the share. Until an address has been supplied, a notice, document or information may be given in any manner in which it might have been given if the death or bankruptcy or other event had not occurred and if so sent or supplied shall be deemed to have been duly sent or supplied in respect of any share registered in the name of such member as sole or first-named joint holder. The giving of notice in accordance with this article is sufficient notice to any other person interested in the share.

136. CURTAILMENT OF POSTAL SERVICES

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national newspaper, which shall be made available on the Company's website from the date of publication until the conclusion of the meeting or any adjournment of the meeting, and such notice shall be deemed to have been duly served on all persons entitled thereto at noon on the day when the advertisement appears. In any such case, the Company shall still serve notices in electronic form on those who have provided the Company with an address for this purpose or by website communication, subject always to the Acts, and shall send confirmatory copies of the notice by post to persons to whom it was not sent in electronic form or by website communication and to those persons to whom notification of the publication of the notice on the Company's website would usually be given by post if at least six clear days prior to the meeting the posting of notices to postal addresses throughout the United Kingdom becomes practicable.

137. UNDELIVERED SHAREHOLDER INFORMATION

If, on three consecutive occasions, shareholder information sent to a member (or person nominated by a member to receive shareholder information) has been returned undelivered or the Company receives notice that it is undelivered, such member shall not thereafter be entitled to receive shareholder information from the Company until he shall have communicated with the Company and supplied in writing to the office a new postal address within the United Kingdom for the service of shareholder information or shall have informed the Company, in such manner as may be specified by the Company, of an address for the service of shareholder information in electronic form, in accordance with these articles. For these purposes, (i) shareholder information sent by post shall be treated as returned undelivered if the relevant shareholder information is sent back to the Company (or its agents) and (ii) shareholder information sent by electronic communication shall be treated as returned undelivered if the Company (or its agents) receive(s) notification that the shareholder information was not delivered to the address to which it was sent.

MISCELLANEOUS

138. UNTRACED MEMBERS

138.1 The Company shall be entitled to sell at the best price reasonably obtainable the shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy if and provided that:

138.1.1 during the period of 12 years prior to the date of the notice referred to in article 138.2, at least three dividends in respect of the shares have become payable and no dividend has been claimed during that period in respect of such shares;

138.1.2 the Company has, on or after the expiry of the said 12 years, sent a notice of its intention to sell such shares to the registered address or last known address of the member or of the person entitled to the share by transmission at which service of notices may be effected in accordance with these articles and, before sending such notice, the Company is satisfied that it has taken such steps as it considers reasonable in the circumstances to trace the member or other person entitled, including engaging, if considered appropriate in relation to such share, a professional asset reunification company or other tracing agent; and

138.1.3 during the said period of 12 years and the period of three months following the date of such notice and prior to the exercise of the power of sale, the Company shall not have received an indication either of the whereabouts or of the existence of such member or person.

138.2 If, during the period referred to in article 138.1.1, any additional shares have been issued by way of rights in respect of shares held at the commencement of such period or in respect of shares so issued previously during such period, the Company may, if the

requirement of articles 138.1.1 to 138.1.3 have been satisfied, also sell such additional shares.

138.3 To give effect to any such sale the Company may:

138.3.1 if the shares concerned are in uncertificated form, in accordance with the Uncertificated Securities Regulations, issue a written notification to the Operator requiring the conversion of the shares into certificated form; and

138.3.2 appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, such shares.

138.4 The title of the transferee shall not be affected by any irregularity in or invalidity of the proceedings relating thereto.

138.5 The net proceeds of sale shall belong to the Company which shall:

138.5.1 be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds; and

138.5.2 (until the Company has so accounted) enter the name of such former member or other person in the books of the Company as a creditor for such amount.

138.6 No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company (if any)) as the board may think fit. If no valid claim for the net proceeds has been received by the Company during a period of six years from the date upon which the relevant shares were sold by the Company in accordance with this article, the net proceeds will be forfeited and will belong to the Company.

139. DESTRUCTION OF DOCUMENTS

139.1 The Company may destroy:

139.1.1 a share certificate which has been cancelled at any time after one year from the date of cancellation;

139.1.2 a mandate for the payment of dividends or other amounts or a variation or cancellation of a mandate or a notification of change of name or address (including addresses for the purpose of receipt of communications in electronic form and any nomination notices) at any time after two years from the date the mandate, variation, cancellation or notification was recorded by the Company;

- 139.1.3** an instrument of transfer of shares (including a document constituting the renunciation of an allotment of shares) which has been registered at any time after six years from the date of registration; and
- 139.1.4** any other document on the basis of which any entry in the register is made at any time after six years from the date an entry in the register was first made in respect of it.
- 139.2** It is presumed conclusively in favour of the Company that every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every share certificate destroyed was a valid certificate validly cancelled, that every instrument of transfer destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed was a valid and effective document in accordance with the recorded particulars in the books or records of the Company, but:
- 139.2.1** the provisions of this article apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of the document is relevant to a claim;
- 139.2.2** nothing contained in this article imposes on the Company liability in respect of the destruction of a document earlier than provided for in this article or in any case where the conditions of this article are not fulfilled; and
- 139.2.3** references in this article to the destruction of a document include reference to its disposal in any manner.
- 139.3** Any document referred to in article 139.1 may be destroyed at a date earlier than that authorised by article 139.1 provided that a permanent copy of such document shall have been made which shall not be destroyed before the expiration of the period applicable to the destruction of the original of such document and in respect of which the board shall take adequate precautions for guarding against falsification and shall provide adequate means for its reproduction.
- 140. WINDING UP**
- 140.1** The power of sale of a liquidator shall include a power to sell wholly or partially shares or debentures, or other obligations of another company, either then already constituted, or about to be constituted, for the purpose of carrying out the sale.
- 140.2** On a voluntary winding up of the Company the liquidator may, on obtaining any sanction required by law, divide among the members in kind the whole or any part of the assets of the Company, whether or not the assets consist of property of one kind or of different kinds, and vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he, with the like sanction, shall determine. For this purpose the liquidator may set the value he deems fair on a class or classes of property, and may determine on the basis of that valuation and in accordance with the then existing rights of members how the division is to be carried out between members or classes of members.

The liquidator may not, however, distribute to a member without his consent an asset to which there is attached a liability or potential liability for the owner.

141. PROVISION FOR EMPLOYEES

The Company may, pursuant to a resolution of the board and in accordance with the Act, make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (or any member of his family, including a spouse or former spouse, or any person who is or was dependent on him) 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.

142. INDEMNITY OF OFFICERS, FUNDING DIRECTORS' DEFENCE COSTS AND POWER TO PURCHASE INSURANCE

142.1 To the extent permitted by the Acts and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director or other officer of the Company (other than any person (whether or not an officer of the Company) engaged by the Company as auditor) shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise) in relation to the Company or its affairs provided that such indemnity shall not apply in respect of any liability incurred by him:

142.1.1 to the Company or to any associated company; or

142.1.2 to pay a fine imposed in criminal proceedings; or

142.1.3 to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising); or

142.1.4 in defending any criminal proceedings in which he is convicted; or

142.1.5 in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or

142.1.6 in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely:

(a) section 661(3) or (4) of the Act (acquisition of shares by innocent nominee); or

(b) section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct).

142.2 In article 142.1.4, 142.1.5 or 142.1.6 the reference to a conviction, judgment or refusal of relief is a reference to one that has become final. A conviction, judgment or refusal of relief becomes final:

142.2.1 if not appealed against, at the end of the period for bringing an appeal, or

142.2.2 if appealed against, at the time when the appeal (or any further appeal) is disposed of.

An appeal is disposed of:

142.2.3 if it is determined and the period for bringing any further appeal has ended, or

142.2.4 if it is abandoned or otherwise ceases to have effect.

142.3 To the extent permitted by the Acts and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director of the Company acting in its capacity as a trustee of an occupational pension scheme shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in connection with the Company's activities as trustee of the scheme provided that such indemnity shall not apply in respect of any liability incurred by him:

142.3.1 to pay a fine imposed in criminal proceedings; or

142.3.2 to pay a sum payable to a regulatory authority by way of a penalty in respect of non compliance with any requirement of a regulatory nature (howsoever arising); or

142.3.3 in defending criminal proceedings in which he is convicted.

For the purposes of this article, a reference to a conviction is to the final decision in the proceedings. The provisions of article 142.2 shall apply in determining when a conviction becomes final.

142.4 Without prejudice to article 142.1 or to any indemnity to which a director may otherwise be entitled, and to the extent permitted by the Acts and otherwise upon such terms and subject to such conditions as the board may in its absolute discretion think fit, the board shall have the power to make arrangements to provide a director with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with an application under section 661 (3) or (4) of the Act (acquisition of shares by innocent nominee) or section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct) or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority or to enable a director to avoid incurring any such expenditure.

142.5 Where at any meeting of the board or a committee of the board any arrangement falling within article 142.4 above is to be considered, a director shall be entitled to vote and be

counted in the quorum at such meeting unless the terms of such arrangement confers upon such director a benefit not generally available to any other director; in that event, the interest of such director in such arrangement shall be deemed to be a material interest for the purposes of article 100 and he shall not be so entitled to vote or be counted in the quorum.

142.6 For the purpose of article 142 the expression "**associated company**" shall mean a company which is either a subsidiary or a holding company of the Company or a subsidiary of such holding company as such terms are defined in the Act.

142.7 To the extent permitted by the Acts, the board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:

142.7.1 a director, alternate director, secretary, employee or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or

142.7.2 trustee of a retirement benefits scheme or other trust in which a person referred to in article 142.7.1 above is or has been interested,

indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.

143. NOMINATION NOTICES

143.1 This article 143 applies where a member nominates another person to enjoy information rights pursuant section 146 of the Act.

143.2 The Company may prescribe the form and content of nomination notices. Unless the Company prescribes otherwise, a nomination notice shall:

143.2.1 state the name and address of the person nominated;

143.2.2 confirm that the member holds shares in the Company on behalf of the person nominated pursuant to the nomination notice;

143.2.3 specify whether the person nominated wishes to receive shareholder information in hard copy form, in electronic form or by website communication and include any further information which the Company will need in order to use the means of communication specified;

143.2.4 indicate whether the information rights are to be enjoyed only by the person nominated, or whether the member giving the notice may also continue to enjoy them;

143.2.5 specify the date from which it is to take effect;

- 143.2.6** specify the date on which it is to cease to have effect, or that it is to have effect until further notice or until the member concerned transfers or ceases to hold any shares in the Company; and
- 143.2.7** be executed by or on behalf of the member and the person nominated.
- 143.3** Subject to these articles, the Company shall give effect to any nomination notice received by it in accordance with these articles but in accordance with section 146(5) of the Act shall not be obliged to act on a nomination purporting to relate to certain information rights only.
- 143.4** A nomination made by nomination notice shall cease to have effect:
- 143.4.1** in accordance with its terms; or
- 143.4.2** in accordance with sections 148(3), 148(5) or 148(7) of the Act.
- 143.5** If the Company receives a document which purports to be a nomination notice but which does not contain the required information or which is not given in the form prescribed by the Company, the Company shall give effect to it in accordance with section 147(5) to the extent that it is able to do so and shall notify the member that it is incomplete (and in what respect it is incomplete) and that the Company cannot give full effect to it in its present form.
- 143.6** The Company shall be entitled to treat a nomination notice as surviving a subdivision, consolidation or reclassification of the Company's share capital.
- 143.7** The Company shall keep a record of all nomination notices which are in force.
- 143.8** The Company shall provide any member, on request and without charge, with a copy of the records of nomination notices given by that member in so far as it is able to do so.
- 143.9** The Company may fix a record date for the enjoyment of information rights or for the circulation of shareholder information to persons nominated by nomination notices.
- 143.10** Anything to be carried out by the Company in articles 143.2 and 143.3 may instead be carried out by the Company through its agents.

144. REAL ESTATE INVESTMENT TRUST

144.1 Cardinal Principal

- 144.1.1** It is a cardinal principle that, for so long as the Company is the principal company in a real estate investment trust ("REIT") for the purposes of Part 12 of the CTA 2010, as such Part may be modified, supplemented or replaced from time to time, no member of the Group should be liable to pay tax under section 551 CTA 2010 (as such legislation may be modified, supplemented or replaced from time to time) on or in connection with the making of a Distribution.

144.1.2 This article 144 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.

144.2 149.2 Definitions and Interpretation

144.2.1 For the purposes of this article 144, the following words and expressions shall bear the following meanings:

- (a) **"business day"** means a day (not being a Saturday or Sunday) on which banks are normally open for business in London;
- (b) **"CTA 2010"** means the Corporation Tax Act 2010;
- (c) **"Distribution"** means 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;
- (d) **"Distribution Transfer"** means 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) is (whether as a result of the transfer or not) a Substantial Shareholder;
- (e) **"Distribution Transfer Certificate"** means 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;
- (f) **"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 or any other member of the Group under section 551 CTA 2010 (as such legislation may be modified, supplemented or replaced from time to time) 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;
- (g) **"Group"** means the Company and the other companies in its group for the purposes of section 606 of CTA 2010 (as such section may be modified, supplemented or replaced from time to time);

- (h) **"HMRC"** means HM Revenue & Customs;
- (i) **"interest in the Company"** includes, without limitation, an interest in a Distribution made or to be made by the Company;
- (j) **"Person"** includes a body of Persons, corporate or unincorporated, wherever domiciled;
- (k) **"Relevant Registered Shareholder"** means a shareholder who holds all or some of the shares in the Company that comprise a Substantial Shareholding (whether or not a Substantial Shareholder);
- (l) **"Reporting Obligation"** means any obligation from time to time of the Company to provide information or reports to HMRC as a result of or in connection with the Company's status as a REIT;
- (m) **"Substantial Shareholding"** means 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; and
- (n) **"Substantial Shareholder"** means any Person whose interest in the Company, whether legal or beneficial, direct or indirect, may cause any member of the Group to be liable to pay tax under Chapter 6, Part 12 CTA 2010, and in particular section 551 of CTA 2010 (as such legislation may be modified, supplemented or replaced from time to time) 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 Person who is a "holder of excessive rights" as defined in section 553 CTA 2010.

144.2.2 Where under this article 144 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):

- (a) to be addressed to the Company, the directors or such other Persons as the directors may determine (including HMRC);
- (b) to include such information as the directors consider is required for the Company to comply with any Reporting Obligation;
- (c) to contain such legally binding representations and obligations as the directors may determine;
- (d) to include an undertaking to notify the Company if the information in the certificate or declaration becomes incorrect, including prior to such change;

- (e) to be copied or provided to such Persons as the directors may determine (including HMRC); and
- (f) to be executed in such form (including as a deed or deed poll) as the directors may determine.

144.2.3 This article 144 shall apply notwithstanding any provisions to the contrary in any other article (including, without limitation, articles 117 to 126 inclusive (Dividends)).

144.3 Notification of Substantial Shareholder and other status

144.3.1 Each shareholder and any other relevant Person shall serve notice in writing on the Company at its registered office:

- (a) on 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);
- (b) on 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);
- (c) if, on or after 1 April 2022, he would have become, or he would be on the date this article comes into effect, a Substantial Shareholder or Relevant Registered Shareholder, but for him being 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 (together with such certificates, declarations or other evidence as is necessary to enable the Company and the directors to form a reasonable belief as contemplated by the aforementioned Regulation 7); and
- (d) on 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.

144.3.2 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.

144.3.3 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 its registered 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.

144.4 Distributions in respect of Substantial Shareholdings

144.4.1 In respect of any Distribution, the directors may, if the directors determine that the condition set out in article 144.4.2 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 144.4.3 and until such payment the Persons who would otherwise be entitled to the Distribution shall have no right to the Distribution or its payment.

144.4.2 The condition referred to in article 144.4.1 is that, in relation to any shares in the Company, and Distribution to be paid or made on and in respect of such shares:

- (a) the directors believe that such shares comprise all or part of a Substantial Shareholding of a Substantial Shareholder; and
- (b) the directors are not satisfied that such Substantial Shareholder would not be beneficially entitled to the Distribution if it was paid, and, for the avoidance of doubt, if the shares comprise all or part of a Substantial Shareholding in respect of more than one Substantial Shareholder this condition is not satisfied unless it is satisfied in respect of all such Substantial Shareholders.

144.4.3 If a Distribution has been withheld on or in respect of any shares in the Company in accordance with article 144.4.1, it shall be paid:

- (a) if it is subsequently established to the satisfaction of the directors that the condition in article 144.4.2 is not or is no longer satisfied in relation to such shares, in which case the whole amount of the Distribution withheld shall be paid; or
- (b) 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, in which case the Distribution attributable to such shares shall be paid (provided the directors are satisfied that

following such transfer such shares do not form part of a Substantial Shareholding); or

- (c) if the directors are satisfied that as a result of a transfer of interests in shares referred to in article 144.4.3(b) above the remaining shares no longer form part of a Substantial Shareholding, in which case the Distribution attributable to such shares shall be paid.

In this article 144.4.3, 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.

144.4.4 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.

144.4.5 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 144.3.3 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 144.4.1 and until such payment the Persons who would otherwise be entitled to the Distribution shall have no right to the Distribution or its payment.

144.4.6 If the directors decide that payment of a Distribution should be withheld under articles 144.4.1 or 144.4.5, they shall within five business days give notice in writing of that decision to the Relevant Registered Shareholder.

144.4.7 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 144.6.2 or out of any subsequent Distribution in respect of the shares to such Person or to the shareholders 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).

144.5 Distribution trust

- 144.5.1** If a Distribution is paid on or in respect of a Substantial Shareholding except where the Distribution is paid in circumstances where the directors are satisfied that 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 relevant Substantial Shareholder under article 144.5.2 in such proportions as the relevant 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 Person as may be nominated by the directors from time to time.
- 144.5.2** The relevant Substantial Shareholder of shares of the Company 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 144.5.1 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 144.5.1 the trustee of the trust, the nomination shall not take effect until it is delivered to the Person who is the trustee.
- 144.5.3** Any income arising from a Distribution which is held on trust under article 144.5.1 shall until the earlier of (i) the making of a valid nomination under article 144.5.2 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.
- 144.5.4** No Person who by virtue of article 144.5.1 holds a Distribution on trust shall be under any obligation to invest the Distribution or to deposit it in an interest-bearing account.
- 144.5.5** No Person who by virtue of article 144.5.1 holds a Distribution on trust shall be liable for any breach of trust unless due to his own wilful fraud or wrongdoing or, in the case of an incorporated Person, the fraud or wilful wrongdoing of its directors, officers or employees.

144.6 Obligation to dispose

144.6.1 If at any time, the directors believe that:

- (a) in respect of any Distribution declared or announced, the condition set out in article 144.4.2 is satisfied in respect of any shares in the Company in relation to that Distribution;
- (b) a notice given by the Directors pursuant to article 144.3.3 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
- (c) 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 144 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 that condition set out in article 144.4.2 no longer to be satisfied. The directors may, if they think fit, withdraw a Disposal Notice.

144.6.2 If:

- (a) 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
- (b) a Distribution is paid on a Substantial Shareholding and an Excess Charge becomes payable,

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 shares and, in the case of shares 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 a relevant system.

144.6.3 Any sale pursuant to article 144.6.2 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 shares for any alleged deficiency in the amount of the sale proceeds or any other matter relating to the sale.

144.6.4 The net proceeds of the sale of any shares under article 144.6.2 (less any amount to be retained pursuant to article 144.4.7 and the expenses of sale) shall be paid over by the Company to the former holder or holders of the relevant shares 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.

144.6.5 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 144.6.

144.7 General

144.7.1 The directors shall be entitled to presume without enquiry, unless any director has reason to believe otherwise, that a Person is not a Substantial Shareholder or a Relevant Registered Shareholder.

144.7.2 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 144 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 or any director pursuant to this article 144 shall be binding on all Persons and shall not be open to challenge on any ground whatsoever.

144.7.3 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.

144.7.4 The directors shall not be obliged to serve any notice required under this article 144 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 144 shall not prevent the implementation of or invalidate any procedure under this article 144.

144.7.5 The provisions of articles 132 to 136 inclusive shall apply to the service upon any Person of any notice required by this article 144. Any notice required by this article 144 to be served upon a Person who is not a shareholder or upon

a Person who is a shareholder but whose address is not within the United Kingdom and who has failed to supply to the company an address within the United Kingdom pursuant to article 132, shall be deemed validly served if such notice is sent through the post in a pre-paid cover addressed to that Person or shareholder at the address, if any, at which the directors believe him to be resident or carrying on business or, in the case of a holder of depository receipts or similar securities, to the address, if any, in the register of holders of the relevant securities. Service shall, in such a case be deemed to be effected on the day of posting and it shall be sufficient proof of service if that notice was properly addressed, stamped and posted.

144.7.6 Any notice required or permitted to be given pursuant to this article 144 may relate to more than one share and shall specify the share or shares to which it relates.

144.7.7 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 to provide such certificates or declarations as they may require from time to time, for the avoidance of doubt including (without limitation) any Person who has given a written notification pursuant to article 143.3.1(c).

144.8 Reporting

144.8.1 Each holder of shares shall co-operate with the Company in ensuring that the Company is able to comply with its obligations under the International Tax Compliance Regulations 2015 (as amended or replaced from time to time), all official guidance and any other relevant obligations with which the Company is bound to comply in relation to any international tax compliance regime (together for the purpose of this article 144.8.1 and article 144.8.2 below, the "**Regulations**").

144.8.2 Without limiting the generality of article 144.8.1 above, each holder of shares:

144.8.2.1 must provide the Company with any information, forms and documentation requested by the Company from time to time for the purposes of allowing the Company to consider any relevant issues arising under the Regulations and to comply with its obligations under the Regulations;

144.8.2.2 consents to allowing, and authorises, the Company to disclose and supply any information, forms or documentation in relation to it to HMRC (or their authorised representative) and, where the holder is not the beneficial owner of the shares, the shareholder shall procure that the beneficial owner of the shares provides such consent and authorisation to the Company in respect of any such information, forms or documentation relating to it;

- 144.8.2.3** must notify the Company of any material changes which affect the holder's status (and to the extent relevant, the status of the beneficial owner of the shares) under the Regulations or which result in any information, forms or documentation previously provided to the Company (pursuant to article 144.8.2.1 above) becoming inaccurate or incomplete within the earlier of 90 days of becoming aware of such changes and any other timeline provided under the Regulations for such event; and
- 144.8.2.4** must, to the extent there have been material changes as described in Article 144.8.2.3 above, promptly provide the Company with updated information, forms or documentation, as applicable.
- 144.9** This article 144 may be amended by special resolution from time to time, including to give powers to the directors to take such steps as they may require in order to ensure that the Company can satisfy Condition D in section 528(4) of CTA 2010 (as such section may be modified, supplemented or replaced from time to time) which relates to close company status, which powers may include the ability to arrange for the sale of shares on behalf of shareholders.