

## Articles of Association

of

Schroders plc

### INTERPRETATION

#### 1. Exclusion of Model Articles

No articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the articles of the company.

#### 2. Definitions

In these articles unless the context otherwise requires -

“**address**” in relation to electronic communications, includes any number or address used for the purposes of such communications,

“**these articles**” means these articles of association as altered from time to time and the expression “**this article**” shall be construed accordingly,

“**the auditors**” means the auditors from time to time of the company or, in the case of joint auditors, any one of them,

“**the board**” means the board of directors from time to time of the company or the directors present at a meeting of the directors at which a quorum is present,

“**certificated share**” means a share which is not an uncertificated share and references in these articles to a share being held in certificated form shall be construed accordingly,

“**clear days**” in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on . which it is to take effect,

“**the Companies Acts**” means every statute (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies in so far as it applies to the company,

“**debenture**” and “**debenture holder**” shall include debenture stock and debenture stockholder respectively,

“**dividend**” includes bonus,

“**electronic facility**” means any form of electronic or communication facility and includes, without limitation, website addresses, application technology and conference call systems, and the expression “**electronic facilities**” shall be construed accordingly,

**“electronic signature”** means anything in electronic form which the board requires to be incorporated into or otherwise associated with an electronic communication for the purpose of establishing the authenticity or integrity of the communication,

**“the holder”** in relation to any shares means the member whose name is entered in the register as the holder of those shares,

**“member”** means a member of the company,

**“the office”** means the registered office from time to time of the company,

**“Operator”** means a person approved by the Treasury under the Uncertificated Securities Regulations as operator of a relevant system,

**“paid up”** means paid up or credited as paid up,

**“participating class”** means a class of shares title to which is permitted by an Operator to be transferred by means of a relevant system,

**“person entitled by transmission”** means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the register,

**“the register”** means the register of members of the company,

**“seal”** means any common or official seal that the company may be permitted to have under the Companies Acts,

**“the secretary”** means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the company and includes an assistant or deputy secretary and any person appointed by the board to perform any of the duties of the secretary,

**“the London Stock Exchange”** means London Stock Exchange Limited,

**“uncertificated share”** means a share of a class which is for the time being a participating class title to which is recorded on the register as being held in uncertificated form and references in these articles to a share being held in uncertificated form shall be construed accordingly,

**“the Uncertificated Securities Regulations”** means The Uncertificated Securities Regulations 2001 as amended from time to time and any provisions of or under the Companies Acts which supplement or replace such Regulations,

**“United Kingdom”** means Great Britain and Northern Ireland,

references to a document being executed include references to its being executed under hand or under seal or by any other method except by means of an electronic signature,

references to a document being signed or to signature include references to its being executed under hand or under seal or by any other method and, in the case of a communication in electronic form, such references are to its being authenticated as specified by the Companies Acts,

references to writing include references to any method of representing or reproducing words in a legible and non-transitory form including by way of electronic communications where specifically provided in a particular article or where permitted by the board in its absolute discretion,

words or expressions to which a particular meaning is given by the Companies Acts in force when these articles or any part of these articles are adopted bear (if not inconsistent with the subject matter or context) the same meaning in these articles or that part (as the case may be) save that the word "company" shall include any body corporate, and

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.

Headings and notes are included only for convenience and shall not affect meaning.

### **3. Limited Liability**

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

## **SHARE CAPITAL**

### **4. Rights Attached to Shares**

Subject to the provisions of the Companies Acts and to any rights previously conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the board may decide.

### **5. Redeemable Shares**

Subject to the provisions of the Companies Acts and to any rights previously conferred on the holders of any other shares, any share may, with the sanction of a special resolution, be issued which is to be redeemed, or is liable to be redeemed at the option of the company or the holder. The terms and manner of redemption shall be provided for by the alteration of these articles.

### **6. Variation of Rights**

Subject to the provisions of the Companies Acts, all or any of the rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the company is being wound up) be varied either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class (excluding any

shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of those shares. All the provisions of these articles as to general meetings of the company shall, with any necessary modifications, apply to any such separate general meeting, but so that the necessary quorum shall be two persons holding or representing by proxy not less than one-third in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares), (but so that at any adjourned meeting one holder present in person or by proxy (whatever the number of shares held by that holder) shall be a quorum), that every holder of shares of the class present in person or by proxy shall be entitled on a poll to one vote for every share of the class held by that holder (subject to any rights or restrictions attached to any class of shares) and that any holder of shares of the class present in person or by proxy may demand a poll. The foregoing provisions of this article shall apply to the variation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class and their special rights were to be varied.

## **7. Matters not constituting Variation of Rights**

The rights conferred upon the holders of any shares shall not, unless otherwise expressly provided in the rights attaching to those shares, be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them or by the purchase or redemption by the company of any of its own shares.

## **8. Shares**

Subject to the provisions of these articles and to any resolution passed by the company and without prejudice to any rights attached to existing shares, the board may offer, reclassify, allot, grant options over or otherwise deal with or dispose of shares in the company to such persons, at such times and for such consideration and upon such terms as the board may decide.

## **9. Payment of Commission**

The company may in connection with the issue of any shares or sale for cash of treasury shares exercise all powers of paying commission and brokerage conferred or permitted by the Companies Acts.

## **10. Trusts Not Recognised**

Except as ordered by a court of competent jurisdiction or as required by law, no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or required in any way to recognise (even when having notice of it) any interest in any share or (except only as by these articles or by law otherwise provided) any other right in respect of any share other than an absolute right to the whole of the share in the holder.

## **11. Suspension of Rights Where Non-Disclosure of Interest**

- (A) Where the holder of any shares in the company, or any other person appearing to be interested in those shares, fails to comply within the relevant period with any statutory notice in respect of those shares or, in purported compliance with

such a notice, has made a statement which is false or inadequate in a material particular, the company may give the holder of those shares a further notice (a “restriction notice”) to the effect that from the service of the restriction notice those shares will be subject to some or all of the relevant restrictions, and from service of the restriction notice those shares shall, notwithstanding any other provision of these articles, be subject to those relevant restrictions accordingly. For the purpose of enforcing the relevant restriction referred to in sub-paragraph (iii) of the definition of “relevant restrictions”, the board may give notice to the relevant member requiring the member to change, the relevant 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 of the relevant shares held in certificated form to uncertificated form. If the member does not comply with the notice, the board may authorise any person to instruct the Operator to change the relevant shares held in uncertificated form to certificated form.

- (B) If after the service of a restriction notice in respect of any shares the board is satisfied that all information required by any statutory notice relating to those shares or any of them from their holder or any other person appearing to be interested in the shares the subject of the restriction notice has been supplied, the company shall, within 7 days, cancel the restriction notice. The company may at any time at its discretion cancel any restriction notice or exclude any shares from it. The company shall cancel a restriction notice within 7 days after receipt of a notice in writing that the relevant shares have been transferred pursuant to an arm's length sale.
- (C) Where any restriction notice is cancelled or ceases to have effect in relation to any shares, any moneys relating to those shares which were withheld by reason of that notice shall be paid without interest to the person who would but for the notice have been entitled to them or as such person may direct.
- (D) Any new shares in the company issued in right of any shares subject to a restriction notice shall also be subject to the restriction notice, and the board may make any right to an allotment of the new shares subject to restrictions corresponding to those which will apply to those shares by reason of the restriction notice when such shares are issued.
- (E) Any holder of shares on whom a restriction notice has been served may at any time request the company to give in writing the reason why the restriction notice has been served, or why it remains uncanceled, and within 14 days of receipt of such a notice the company shall give that information accordingly.
- (F) If a statutory notice is given by the company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder, but the failure or omission to do so or the non-receipt of the copy by the holder shall not invalidate such notice.
- (G) This article is in addition to, and shall not in any way prejudice or affect, the statutory rights of the company arising from any failure by any person to give

any information required by a statutory notice within the time specified in it. For the purpose of this article a statutory notice need not specify the relevant period, and may require any information to be given before the expiry of the relevant period.

(H) In this article:-

a sale is an “**arm's length sale**” if the board is satisfied that it is a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the holder or with any person appearing to be interested in such shares and shall include a sale made by way of or in pursuance of acceptance of a takeover offer and a sale made through a recognised investment exchange or any other stock exchange outside the United Kingdom. For this purpose an associate (within the definition of that expression in any statute relating to insolvency in force at the date of adoption of this article) shall be included amongst the persons who are connected with the holder or any person appearing to be interested in such shares,

“**person appearing to be interested**” in any shares shall mean any person named in a response to a statutory notice or otherwise notified to the company by a member as being so interested or shown in any register kept by the company under the Companies Acts as so interested or, taking into account a response or failure to respond in the light of the response to any other statutory notice and any other relevant information in the possession of the company, any person whom the company knows or has reasonable cause to believe is or may be so interested,

“**person with a 0.25 per cent, interest**” means a person who holds, or is shown in any register kept by the company under the Companies Acts as having an interest in, shares in the company which comprise in total at least 0.25 per cent in number or nominal value of the shares of the company (calculated exclusive of any shares held as treasury shares), or of any class of such shares (calculated exclusive of any shares of that class held as treasury shares), in issue at the date of service of the statutory notice or the restriction notice (as the case may be),

“**relevant period**” means a period of 14 days following service of a statutory notice,

“**relevant restrictions**” mean in the case of a restriction notice served on a person with a 0.25 per cent interest that -

- (i) the shares shall not confer on the holder any right to attend or vote either personally or by proxy at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or to exercise any other right conferred by membership in relation to general meetings,

- (ii) the board may withhold payment of all or any part of any dividends or other moneys payable in respect of the shares and the holder shall not be entitled to receive shares in lieu of dividend,
- (iii) the board may (subject to the requirements of the Uncertificated Securities Regulations) decline to register a transfer of the shares or any of them unless such a transfer is pursuant to an arm's length sale,

and in any other case mean only the restriction specified in sub-paragraph (a) of this definition, and

**“statutory notice”** means a notice served by the company under the Companies Acts requiring particulars of interests in shares or of the identity of persons interested in shares.

## 12. Uncertificated Shares

- (A) Pursuant and subject to the Uncertificated Securities Regulations, the board may permit title to shares of any class to be evidenced otherwise than by a certificate and title to shares of such a class to be transferred by means of a relevant system and may make arrangements for a class of shares (if all shares of that class are in all respects identical) to become a participating class. Title to shares of a particular class may only be evidenced otherwise than by a certificate where that class of shares is for the time being a participating class. The board may also, subject to compliance with the Uncertificated Securities Regulations and the rules of any relevant system, determine at any time that title to any class of shares may from a date specified by the board no longer be evidenced otherwise than by a certificate or that title to such a class shall cease to be transferred by means of any particular relevant system. For the avoidance of doubt, shares which are uncertificated shares shall not be treated as forming a class which is separate from certificated shares with the same rights.
- (B) In relation to a class of shares which is, for the time being, a participating class and for so long as it remains a participating class, no provision of these articles shall apply or have effect to the extent that it is inconsistent in any respect with
  - (i) the holding of shares of that class in uncertificated form,
  - (ii) the transfer of title to shares of that class by means of a relevant system, and
  - (iii) any provision of the Uncertificated Securities Regulations,

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 that class of shares in uncertificated form.

- (C) Shares of a class which is for the time being a participating 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 and the rules of any relevant system.
- (D) Unless the board otherwise determines or the Uncertificated Securities Regulations or the rules of the relevant system concerned otherwise require, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.
- (E) 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 on 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).

### **13. Right to Share Certificates**

Subject to the provisions of the Uncertificated Securities Regulations, the rules of any relevant system and these articles, every person (except a person to whom the company is not by law required to issue a certificate) whose name is entered in the register as a holder of any certificated shares shall be entitled, without payment, to receive within the time limits prescribed by the Companies Acts one certificate for all those shares of any one class or several certificates each for one or more of their shares of such class upon payment for every certificate after the first of such reasonable sum as the board may from time to time decide. In the case of a certificated share held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A member who transfers some but not all of the shares comprised in a certificate shall be entitled to a certificate for the balance without charge.

### **14. Replacement of Share Certificates**

If a share certificate is defaced, worn out, lost or destroyed, it may be replaced without charge but on such terms (if any) as to evidence and indemnity as the board may decide and, where it is defaced or worn out, after delivery of the old certificate to the company. Any two or more certificates representing shares of any one class held by any member shall at the member's request be cancelled and a single new certificate for such shares issued in lieu. Any certificate representing shares of any one class held by any member may at the member's request be

cancelled and two or more certificates for such shares may be issued instead. The board may require the payment of any exceptional out-of-pocket expenses of the company incurred in connection with the issue of any certificates under this article. Any one of two or more joint holders may request replacement certificates under this article.

#### **15. Execution of Share Certificates**

Every share certificate shall be executed under a seal or in such other manner as the board, having regard to the terms of issue and any listing requirements, may authorise and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on the shares. The board may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical or other means or may be printed on them or that the certificates need not be signed by any person.

### **LIEN**

#### **16. Company's Lien on Shares Not Fully Paid**

The company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable to the company (whether presently or not) in respect of that share. The company shall also have a first and paramount lien on every share (other than a fully paid share) standing registered in the name of a member, whether singly or jointly with any other person or persons, for all debts and liabilities of such member or their estate to the company, whether the same shall have been incurred before or after notice to the company of interest of any person other than such member, and whether the time for payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or the member's estate and any other person, whether a member of the company or not. The company's lien on a share shall extend to every amount payable in respect of it. The board may at any time either generally or in any particular case waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this article.

#### **17. Enforcing Lien by Sale**

The company may sell, in such manner as the board may decide, any share on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after a notice has been served on the holder of the share or the person who is entitled by transmission to the share, demanding payment and stating that if the notice is not complied with the share may be sold. For giving effect to the sale the board may authorise some person to execute an instrument of transfer of the share sold to or in accordance with the directions of the purchaser. The transferee shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money, nor shall the transferee's title to the share be affected by any irregularity or invalidity in relation to the sale.

#### **18. Application of Proceeds of Sale**

The net proceeds, after payment of the costs, of the sale by the company of any share on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect

of which the lien exists so far as it is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale and upon surrender, if required by the company, for cancellation of the certificate for the share sold) be paid to the person who was entitled to the share at the time of the sale.

## **CALLS ON SHARES**

### **19. Calls**

Subject to the terms of issue, the board may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue and, subject to the provisions of any agreement or arrangement entered into in a particular case, each member shall (subject to the company serving upon the member at least 14 clear days' notice or such shorter notice as the member may agree specifying when and where payment is to be made) pay to the company as required by the notice the amount called on their shares. A call may be made payable by instalments. A call may be revoked or postponed, in whole or in part, as the board may decide. A person upon whom a call is made shall remain liable for all calls made upon that person notwithstanding the subsequent transfer of the shares in respect of which the call was made.

### **20. Payment on Calls**

A call shall be deemed to have been made at the time when the resolution of the board authorising the call was passed.

### **21. Liability of Joint Holders**

The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.

### **22. Interest Due on Non-Payment**

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate, not exceeding 15 per cent per annum, as the board may decide, and all expenses that have been incurred by the company by reason of such non-payment, but the board shall be at liberty in any case or cases to waive payment of the interest or expenses wholly or in part.

### **23. Sums Due on Allotment Treated as Calls**

Any amount which becomes payable in respect of a share on allotment or on any other date fixed by or in accordance with the terms of issue, whether in respect of the nominal amount of the share or by way of premium or as an instalment of a call, shall be deemed to be a call and, if it is not paid, all the provisions of these articles shall apply as if the sum had become due and payable by virtue of a call.

#### **24. Power to Differentiate**

Subject to the terms of issue, the board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

#### **25. Payment of Calls in Advance**

The board may, if it thinks fit, receive from any member who is willing to advance them all or any part of the moneys uncalled and unpaid upon any shares held by such member and upon all or any of the moneys so advanced may (until they would, but for the advance, become presently payable) pay interest at such rate, not exceeding (unless the company by ordinary resolution shall otherwise direct) 15 per cent per annum, as may be agreed upon between the board and the member paying such sum in advance.

### **FORFEITURE OF SHARES**

#### **26. Notice if Call or Instalment Not Paid**

If any call or instalment of a call remains unpaid on any share after the day appointed for payment, the board may at any time serve a notice on the holder requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the company by reason of such non-payment.

#### **27. Form of Notice**

The notice shall name a further day (not being less than 14 clear days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the shares in respect of which the call has been made or instalment is payable will be liable to be forfeited. The board may accept the surrender of any share liable to be forfeited and, in that event, references in these articles to forfeiture shall include surrender.

#### **28. Forfeiture for Non-Compliance with Notice**

If the notice is not complied with, any share in respect of which it was given may, at any time before payment of all calls or instalments and interest and expenses due in respect of it has been made, be forfeited by a resolution of the board to that effect and the forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

#### **29. Notice after Forfeiture**

When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share but no forfeiture shall be invalidated by any omission or neglect to give notice.

### **30. Sale of Forfeited Shares**

Until cancelled in accordance with the requirements of the Companies Acts, a forfeited share shall be deemed to be the property of the company and may be sold or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person upon such terms and in such manner as the board shall decide. The board may for the purposes of the disposal authorise some person to execute an instrument of transfer to the designated transferee. The company may receive the consideration (if any) given for the share on its disposal. At any time before a sale or disposition the forfeiture may be cancelled by the board on such terms as the board may decide.

### **31. Arrears to be Paid Notwithstanding Forfeitures**

A person whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the forfeited shares but shall remain liable to pay to the company all moneys which at the date of the forfeiture were payable by that person to the company in respect of those shares with interest thereon at the rate of 15 per cent per annum (or such lower rate as the board may decide) from the date of forfeiture until payment, and the company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal.

### **32. Statutory Declaration as to Forfeiture**

A statutory declaration that the declarant is a director of the company or the secretary and that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money (if any) nor shall that person's title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or disposal.

## **TRANSFER OF SHARES**

### **33. Transfer**

Subject to such of the restrictions of these articles as may be applicable -

- (i) any member may transfer all or any of their uncertificated shares by means of a relevant system in such manner provided for, and subject as provided in, the Uncertificated Securities Regulations and the rules of any relevant system, 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 certificate for the share to be transferred, and
- (ii) any member may transfer all or any of their certificated shares by an instrument of transfer in any usual form or in any other form which the board may approve.

### **34. Execution of Transfer**

The instrument of transfer of a certificated share shall be executed by or on behalf of the transferor and (in the case of a partly paid share) the transferee, and the transferor shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the register in respect of it. All instruments of transfer, when registered, may be retained by the company.

### **35. Rights to Decline Registration of Partly Paid Shares**

The board can decline to register any transfer of any share which is not a fully paid share or which as provided in article 124 is to be treated for the purpose of this and other articles as not being a fully paid share.

### **36. Other Rights to Decline Registration**

- (A) The board may only decline to register a transfer of an uncertificated share in the circumstances set out in the Uncertificated Securities Regulations, and where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.
- (B) The board may decline to register any transfer of a certificated share unless -
  - (i) the instrument of transfer is duly stamped or duly certified or otherwise shown to be exempt from stamp duty and is left at the office or such other place as the board may from time to time determine accompanied (save in the case of a transfer by a person to whom the company is not required by law to issue a certificate and to whom a certificate has not been issued) by the certificate for the share to which it relates and such other evidence as the board may reasonably require to show the right of the person executing the instrument of transfer to make the transfer and, if the instrument of transfer is executed by some other person on the transferor's behalf, the authority of that person to do so,
  - (ii) the instrument of transfer is in respect of only one class of share, and
  - (iii) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.

### **37. No Fee for Registration**

No fee shall be charged by the company for registering any transfer, document or instruction relating to or affecting the title to any share or for making any other entry in the register.

### 38. Untraced Shareholders

- (A) The company may sell any certificated shares in the company on behalf of the holder of, or person entitled by transmission to, the shares at the best price reasonably obtainable at the time of the sale if -
- (i) for a 12-year period (a) the shares have been in issue either in certificated or uncertificated form, (b) at least three cash dividends have become payable on the shares, and (c) no dividend payable on the shares has been cashed or otherwise satisfied by the transfer of funds to a bank account or by means of a relevant system,
  - (ii) after the 12-year period, the company has sent a notice to that person's last known address that the company has for the relevant holder or the address at which service of notices may be effected under these articles giving notice of its intention to sell the shares. Before sending such notice, the company must have used such efforts as it considers reasonable to trace the relevant holder or person entitled by transmission, and
  - (iii) during the 12-year period and for three months after sending the notice referred to in (ii) above, the company has not received any communication from the holder of, or person entitled by transmission to the shares.
- (B) The company shall also be entitled to sell at the best price reasonably obtainable at the time of sale any additional certificated shares in the company issued either in certificated or uncertificated form in right of any shares to which paragraph (A) of this article applies (or in right of any share so issued), if the criteria in paragraph (A)(ii) and (A)(iii) are satisfied in relation to the additional shares (but as if the words “after the 12-year period” were omitted from paragraph (A)(ii) and the words “during the 12-year period and” were omitted from paragraph (A)(iii) and no dividend has been cashed on these shares or otherwise satisfied by the transfer of funds to a bank account or by means of a relevant system.
- (C) To give effect to any sale of shares pursuant to this article the board may authorise some person to transfer the shares in question and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. The purchaser shall not be bound to see to the application of the purchase moneys nor shall the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
- (D) The net proceeds of sale shall belong to the company and, upon their receipt, the company shall become indebted to the former holder of, or person entitled by transmission to, the shares for an amount equal to the net proceeds unless and until forfeited under this article. No trust shall be created in respect of the debt and no interest shall be payable in respect of it and the company shall not be required to account for any moneys earned from the net proceeds which may be

employed in the business of the company or as it thinks fit. If no valid claim for the money has been received by the company during a period of six years from the date on which the relevant shares were sold by the company under this article, the money will be forfeited and will belong to the company.

## **TRANSMISSION OF SHARES**

### **39. Transmission on Death**

If a member dies, the survivor or survivors, where the member was a joint holder, and the member's personal representatives, where the member was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to the deceased member's shares, but nothing contained in these articles shall release the estate of a deceased holder from any liability in respect of any share held by the deceased member solely or jointly with other persons.

### **40. Entry of Transmission in Register**

Where the entitlement of a person to a certificated share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the board, the board shall within two months after proof cause the entitlement of that person to be noted in the register.

### **41. Election of Person Entitled by Transmission**

Any person entitled by transmission to a share may, subject as provided elsewhere in these articles, elect either to become the holder of the share or to nominate some other person to be registered as the holder. If the entitled person elects to be registered as the holder of the shares, the entitled person shall give notice to the company to that effect. If the entitled person elects to have another person registered and the share is a certificated share, the entitled person shall execute an instrument of transfer of the share to that elected person. If the entitled person elects to become the holder of the share or have another person registered as the holder and the share is an uncertificated share, the entitled person shall take any action the board may require (including, without limitation, the execution of any document and the giving of any instruction by means of a relevant system) to enable the relevant person to be registered as the holder of the share. The board may at any time require the entitled person to elect either to be registered as the holder or to transfer the share and if the requirements are not complied with within 60 days of being issued the board may withhold payment of all dividends and other moneys payable in respect of the share until the requirements have been complied with. All the provisions of these articles relating to the transfer of, and registration of transfers of, shares shall apply to the notice or transfer as if the death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or transfer was given or executed by the member.

### **42. Rights of Person Entitled by Transmission**

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease, but the person entitled by transmission to the share shall be entitled to

receive and may give a good discharge for any dividends or other moneys payable in respect of it, but until the transmittee becomes the holder, they shall not be entitled in respect of the share (except with the authority of the board) to receive notices of or to attend or vote at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or, save as specified above, to exercise in respect of the share any of the rights or privileges of a member until that member has become registered as the holder of the share.

## **ALTERATION OF SHARE CAPITAL**

### **43. Sub-division**

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

### **44. Fractions**

- (A) Whenever as a result of a consolidation or sub-division of shares any members would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit and in particular may sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Companies Acts, the company) and distribute the net proceeds of sale in due proportion among those members who would have been entitled to the fractions and the board may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. For the purpose of effecting the sale, the board may arrange for the shares representing the fractions to be entered in the register as certificated shares. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase money nor shall that person's title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.
- (B) Subject to the Companies Acts, when the board consolidates or sub-divides shares, it can treat certificated and uncertificated shares which a member holds as separate shareholdings.

## **GENERAL MEETINGS**

### **45. Participation in General Meetings**

- (A) The board may make any arrangements it reasonably decides fit to allow those entitled to do so to attend and participate in any general meeting.
- (B) Unless the notice of meeting says otherwise or the chair of the meeting decides otherwise, a general meeting will be treated as taking place where the chair of the meeting is at the time of the meeting.

- (C) Two or more persons who may not be in the same place as each other attend and participate in a general meeting if they are able to exercise their rights to speak and vote at that meeting. A person is able to exercise the right to speak at a general meeting if that person can communicate to all those attending the meeting while the meeting is taking place. A person is able to exercise the right to vote at a general meeting if that person can vote on resolutions put to the meeting (or, in relation to a poll, can vote within the required time frame) and that person's vote can be taken into account in deciding whether or not such resolutions are passed at the same time as the votes of others attending the meeting.
- (D) When deciding whether a person is attending or participating in a meeting by means of an electronic facility, it is immaterial where that person is or how that person is able to communicate with others who are attending and participating.
- (E) Where holders of, and persons entitled by transmission to, shares can participate at a general meeting by means of electronic facilities, any document required to be on display or available for inspection will be made available for the required period in electronic form to those persons entitled to inspect it and this will satisfy any such requirement.

#### **46. Electronic Facilities and Multi-Venue Meetings**

- (A) The board may decide to let persons entitled to attend and participate in a general meeting do so by simultaneous attendance and participation by means of electronic facilities. Holders of shares present in person or by proxy by means of such electronic facility will be counted in the quorum for, and entitled to participate in, the general meeting.
- (B) The board may also decide to let persons entitled to attend and participate in a general meeting do so by simultaneous attendance and participation at any other meeting place anywhere else in the world (referred to in these articles as a multi-venue meeting). Holders of shares present in person or by proxy at meeting places other than the deemed location pursuant to Article 45(B) shall be counted in the quorum for, and entitled to participate in, the general meeting. Subject to Article 45(B) the multi-venue meeting will be treated as taking place where the chair of the meeting is at the time of the meeting and the powers of the chair will apply to the multi-venue meeting.
- (C) Subject to Article 46(E) any general meeting at which electronic communication facilities are available and any multi-venue meeting will be duly constituted and its proceedings valid if the chair is satisfied that adequate facilities are available to enable all holders of shares attending the meeting by whatever means and at all the meeting places to participate in the business for which the meeting has been called.
- (D) All persons seeking to attend and participate in a general meeting by way of electronic facility are responsible for having in place the necessary means to

enable them to do so. Subject to Article 50 and the right of the chair to adjourn a general meeting under these articles, any inability of a person to attend or participate in a general meeting by means of electronic facility, or any interruption to a person being so able, shall not invalidate the proceedings of that meeting.

- (E) Nothing in these articles authorises or allows a general meeting to be held exclusively on an electronic basis.

#### **47. Separate General Meetings**

The provisions of these articles relating to general meetings shall apply, with any necessary modifications, to any separate general meeting of the holders of shares of a class convened otherwise than in connection with the variation or abrogation of the rights attached to the shares of that class. For this purpose, a general meeting at which no holder of a share other than an ordinary share may, in the holder's capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.

### **NOTICE OF GENERAL MEETINGS**

#### **48. Omission or Non-Receipt of Notice**

- (A) The accidental omission to give any notice of a meeting or the accidental omission to send any document relating to any meeting to, or the non-receipt of any such notice or document by, any person entitled to receive the notice or document shall not invalidate the proceedings at that meeting.
- (B) Save as provided by the Companies Acts, the company shall not be required to send notice of any meeting, or any document relating thereto, to any member otherwise entitled to receive such a notice or document if at least two consecutive notices of meetings sent to the member in accordance with the provisions of these articles have been returned undelivered. Subject to the provisions of these articles, the company may recommence sending notices of meetings and documents relating thereto to the relevant member if the member communicates with the company and supplies to the company (or its agent) a new registered address, or a postal address within the United Kingdom for the service of notices, or informs the company, in such manner as may be specified by the company, of an address for the service of notices by electronic communications. For these purposes, a notice sent by post shall be treated as returned undelivered if the notice is sent back to the company (or its agents), and a notice sent by electronic communications shall be treated as returned undelivered if the company (or its agents) receives notification that the notice was not delivered to the address to which it was sent.
- (C) A member present at a meeting in person or by proxy shall be deemed to have received proper notice of that meeting and, where applicable, of the purpose of that meeting.

#### **49. Changes to Arrangements for General Meetings**

If the board, in its absolute discretion, considers that it is impractical or undesirable for any reason to hold a general meeting on the date or at the time or place (or places in the case of a multi-venue meeting) specified in the notice calling the general meeting or by means of any electronic facilities available for that meeting or if otherwise the board, in its absolute discretion, considers it appropriate to alter any of the other arrangements in relation to a general meeting, it may postpone or move the general meeting or change, cancel or introduce any electronic facilities or make other alterations in respect of the general meeting (or do any of these things). Notice of the date, time and place (or places in the case of a multi-venue meeting) of, or other alterations in respect of, the rearranged meeting shall be given in such manner as the board may, in its absolute discretion, determine. Notice of the business to be transacted at such rearranged meeting shall not be required. If a meeting is rearranged in this way, the appointment of a proxy will be valid if it is received as required by these articles not less than 48 hours before the time appointed for holding the rearranged meeting. The board may also postpone, move or make other arrangements in respect of the rearranged meeting under this article (or do any of these things).

### **PROCEEDINGS AT GENERAL MEETINGS**

#### **50. Quorum**

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chair of the meeting which shall not be treated as part of the business of the meeting. Save as otherwise provided by these articles, at least three members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

#### **51. Procedure if Quorum Not Present**

If within fifteen minutes (or such longer time not exceeding one hour as the chair of the meeting may decide to wait) after the time appointed for the commencement of the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting:

- (i) if convened by or upon the requisition of members, shall be dissolved; and
- (ii) in any other case, it shall stand adjourned to such other day (being not less than ten days later, excluding the day on which the meeting is adjourned and the day for which it is reconvened) and at such other time or place or places and with such means of attendance and participation as the chair of the meeting may decide. At any adjourned meeting one member present in person or by proxy and entitled to vote (whatever the number of shares held by that member) shall be a quorum and any notice of an adjourned meeting shall state that one member present in person or by proxy and entitled to vote (whatever the number of shares held by that member) shall be a quorum.

## **52. Security, Health and Safety and Access Arrangements**

- (A) The board or the secretary may direct that persons wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions (including relating to health and safety) and/or any other arrangements as the board or the secretary shall consider appropriate in the circumstances and the board or the secretary shall be entitled in their absolute discretion to, or to authorise one or more persons to, refuse physical or electronic entry to, or to eject from (physically or electronically), such general meeting any person who fails to submit to such searches or otherwise to comply with any such security or other arrangements or restrictions.
- (B) Where a general meeting is held partly by means of electronic facilities, the board may make any arrangement and impose any requirement or restriction that is necessary to ensure the identification of those taking part by this means and the security of the electronic facilities.

## **53. Chair of General Meeting**

The chair (if any) of the board or, in the absence of the chair, the deputy chair (if any) shall preside as chair at every general meeting. If more than one deputy chair is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chair who has been in office as a director longest shall take the chair. If there is no chair or deputy chair, or if at any meeting neither the chair nor any deputy chair is present within five minutes after the time appointed for the commencement of the meeting, or if neither the chair nor any deputy chair is willing to act as chair, the directors present shall choose one of their number to act, or if one director only is present that director shall preside as chair of the meeting if willing to act. If no director is present, or if each of the directors present declines to take the chair, the persons present and entitled to vote shall appoint one of their number to be chair of the meeting. Nothing in these articles shall restrict or exclude any of the powers or rights of a chair of a meeting which are given by law.

## **54. Orderly Conduct**

The chair of the meeting shall take such action or give directions for such action to be taken as the chair thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting. The chair's decision on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be the chair's determination as to whether any matter is of such a nature.

## **55. Entitlement to Attend and Speak**

Each director shall be entitled to attend and speak at any general meeting of the company. The chair of the meeting may invite any person to attend and speak at any general meeting of the company where the chair considers that this will assist in the deliberations of the meeting.

## **56. Adjournments**

The chair of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either sine die or to another time or place or places in the case of a multi-venue meeting) and with such means of attendance and participation as the chair decides where it appears to the chair that (a) the members entitled to vote and wishing to attend cannot be conveniently accommodated in the place appointed for the meeting, (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business, (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted, or (d) the facilities or security at the place of the meeting (or places in the case of a multi-venue meeting) or the electronic facilities provided for the meeting have become inadequate or are otherwise not sufficient to allow the meeting to be conducted as intended. In addition, the chair may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either sine die or to another time or place (or places in the case of a multi-venue meeting). When a meeting is adjourned sine die the time and place (or places in the case of a multi-venue meeting) and the means of attendance and participation for the adjourned meeting shall be fixed by the board. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place. Any meeting may be adjourned more than once.

## **57. Notice of Adjournment**

When a meeting is adjourned for three months or more or if business is to be transacted at an adjourned meeting the general nature of which was not stated in the notice of the original meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as provided in this article, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

## **AMENDMENTS**

### **58. Amendments to Resolutions**

In the case of a resolution duly proposed as a special resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon and in the case of a resolution duly proposed as an ordinary resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed notice in writing of the terms of the amendment and intention to move the same has been received by the company or the chair of the meeting in their absolute discretion decides that it may be considered or voted upon.

### **59. Amendments Ruled Out of Order**

If an amendment shall be proposed to any resolution under consideration but shall be ruled out of order by the chair of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

## VOTING

### **60. Votes of Members**

Subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions of these articles, members shall be entitled to vote at a general meeting whether on a show of hands or on a poll as provided in the Companies Acts. For this purpose, where a proxy is given discretion as to how to vote on a show of hands, this shall be treated as an instruction by the relevant member to vote in the way in which the proxy elects to exercise that discretion.

### **61. Method of Voting**

A resolution put to the vote at a general meeting held partly by means of an electronic facility will be decided on a poll. Poll votes may be cast by such electronic or other means as the board decides appropriate. Any such poll will be treated as having been validly demanded at the time fixed for the holding of the meeting. Subject to this, at any 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 demanded. A poll may be demanded by -

- (i) the chair of the meeting, or
- (ii) at least five members present in person or by proxy and entitled to vote on the resolution, or
- (iii) any member or members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution, or
- (iv) any member or members present in person or by proxy and holding shares conferring a right to vote on the resolution which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

The chair of the meeting can also demand a poll before a resolution is put to the vote on a show of hands. Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chair of the meeting that a resolution on a show of hands has been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

### **62. Procedure if Poll Demanded**

If a poll is properly demanded it shall be taken in such manner as the chair shall direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

### **63. When Poll to be Taken**

A poll demanded on the election of a chair of the meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or on such date (being not later than 3 months after the date of the demand) and at such time and place as the chair of the meeting shall direct. It shall not be necessary (unless the chair of the meeting otherwise directs) for notice to be given of a poll.

### **64. Continuance of Other Business after Poll Demand**

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded, and it may be withdrawn with the consent of the chair of the meeting at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made.

### **65. Votes of Joint Holders**

In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register in respect of the joint holding. .

### **66. Voting on Behalf of Incapable Member**

A member in respect of whom an order has been made by any competent court or official on the ground that such member is or may be suffering from mental disorder or is otherwise incapable of managing their affairs may vote at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company and may exercise any other right conferred by membership in relation to general meetings by or through any person authorised in such circumstances to do so on such member's behalf (and that person may vote by proxy), provided that evidence to the satisfaction of the board of the authority of the person claiming to exercise the right to vote or such other right has been received by the company not later than the last time at which such an appointment should have been received in order to be valid for use at that meeting or on the holding of that poll.

### **67. No Right to Vote Where Sums Overdue on Shares**

No member shall, unless the board otherwise decides, be entitled to vote (either personally or by proxy) at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or to exercise any other right conferred by membership in relation to general meetings in respect of any share which is not fully paid, or which as provided in article 124 is to be treated for the purpose of this and other articles as not being fully paid.

### **68. Objections or Errors in Voting**

(A) If-

- (i) any objection shall be raised to the qualification of any voter, or
  - (ii) any votes have been counted which ought not to have been counted or which might have been rejected, or
  - (iii) any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting or poll on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting or poll at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chair of the meeting and shall only vitiate the decision of the meeting on any resolution if the chair decides that the same may have affected the decision of the meeting. The decision of the chair on such matters shall be conclusive.
- (B) The company shall not be obliged to ascertain whether a proxy or company representative has voted in accordance with a member's instructions and the failure of a proxy or company representative so to do shall not vitiate the decision of the meeting or adjourned meeting or poll on any resolution.

## **PROXIES**

### **69. Appointment of Proxies**

The appointment of a proxy shall be in writing signed by the appointor or the appointor's duly authorised attorney or, if the appointor is a corporation, shall either be executed under its seal or signed by an officer, attorney or other person authorised to sign it. If a member appoints more than one proxy and the proxy forms appointing those proxies would give those proxies the apparent right to exercise votes on behalf of the member in a general meeting over more shares than are held by the member, then each of those proxy forms will be invalid and none of the proxies so appointed will be entitled to attend, speak or vote at the relevant general meeting.

### **70. Receipt of Proxies**

- (A) The appointment of a proxy must:-
- (i) in the case of an appointment made in hard copy form, be received at the office (or such other place in the United Kingdom as may be specified by the company for the receipt of appointments of proxy in hard copy form) not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote together with (if required by the board) any authority under which it is made or a copy of the authority, certified notarially or in accordance with applicable law or regulation in the United Kingdom or in some other manner approved by the board;
  - (ii) in the case of an appointment made by electronic means, be received at the address specified by the company for the receipt of appointments of proxy by

electronic means not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. Any authority pursuant to which such an appointment is made or a copy of the authority, certified notionally or in accordance with applicable law or regulation in the United Kingdom or in some other manner approved by the board, must, if required by the board, be received at such address or at the office (or such other place in the United Kingdom as may be specified by the company for the receipt of such documents) not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (iii) in the case of a poll taken more than 48 hours after it was demanded, be received as aforesaid not less than 24 hours (or such shorter time as the board may determine) before the time appointed for the taking of the poll;
- (iv) in the case of a poll taken following the conclusion of a meeting or adjourned meeting but not more than 48 hours after it was demanded, be received as aforesaid before the end of the meeting at which it was demanded (or at such later time as the board may determine),

and an appointment of a proxy which is not, or in respect of which the authority or copy thereof is not, received in a manner so permitted shall be invalid. When two or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting or poll, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the others as regards that share, if the company is unable to determine which was last received, none of them shall be treated as valid in respect of that share. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned. The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is sent in electronic form as provided in these articles, but because of a technical problem it cannot be read by the recipient.

- (B) The board may at its discretion determine that 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.

## **71. Maximum Validity of Proxy**

No appointment of a proxy shall be valid after 12 months have elapsed from the date of its receipt save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned meeting or a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting.

## **72. Form of Proxy**

The appointment of a proxy shall be in any usual form or in such other form as the board may approve and the board may, if it thinks fit, but subject to the provisions of the Companies Acts, send out with the notice of any meeting forms of appointment of proxy for use at the meeting. The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The appointment of a proxy shall, unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

## **73. Cancellation of Proxy's Authority**

A vote given or poll demanded by a proxy or by the duly authorised company representative shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice in writing of the determination was received by the company at the office (or such other place or address as was specified by the company for the receipt of appointments of proxy not later than the last time at which an appointment of a proxy should have been received in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll taken.

## **APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS**

### **74. Number of Directors**

Unless otherwise determined by ordinary resolution of the company, the directors (disregarding alternate directors) shall be not less than three in number.

### **75. Directors' Shareholding Qualification**

No shareholding qualification for directors shall be required.

### **76. Power of Company to Appoint Directors**

Subject to the provisions of these articles, the company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these articles.

### **77. Power of Board to Appoint Directors**

Subject to the provisions of these articles, the board may appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing board. Any director so appointed shall hold office only until the next annual general meeting and shall then be eligible for election, subject to their being recommended for election by the board.

## **78. Retirement of Directors**

At every annual general meeting all of the directors at the date of the notice convening the annual general meeting shall retire from office and may offer themselves for re-election by the members, subject to their being recommended for re-election by the board.

## **79. Filling Vacancies**

Subject to the provisions of these articles, at the meeting at which a director retires the company can pass an ordinary resolution to re-elect the director (subject to that person being recommended by the board) or to elect some other eligible person in the director's place.

## **80. Power of Removal by Special Resolution**

In addition to any power of removal conferred by the Companies Acts, the company may by special resolution remove any director before the expiration of the director's period of office and may (subject to these articles) by ordinary resolution appoint another person who is willing to act to be a director as a replacement.

## **81. Persons Eligible as Directors**

No person other than a director retiring at the meeting shall be elected or re-elected a director at any general meeting unless -

- (i) that person is recommended by the board, or
- (ii) not less than seven nor more than 42 days before the day appointed for the meeting, notice in writing by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the secretary of the intention to propose that person for election or re-election together with confirmation in writing by that person that they are willing to be elected or re-elected.

## **82. Position of Retiring Directors**

A director who retires at an annual general meeting may, if willing to continue to act, be re-elected. A director who is re-elected will be treated as continuing in office throughout. A director who is not re-elected, he shall retain office until the end of the meeting or (if earlier) when a resolution is passed to elect someone else as a replacement.

## **83. Vacation of Office by Directors**

Without prejudice to the provisions for retirement contained in these articles, the office of a director shall be vacated if -

- (i) they resign their office by notice in writing delivered to or received at the office or tendered at a meeting of the board, or

- (ii) they are or have been suffering from physical or mental ill health or becomes a patient for any purpose of any statute relating to mental health and the board resolves that their office is vacated, or
- (iii) they are absent without the permission of the board from meetings of the board (whether or not an alternate director appointed by the absent director attends) for six consecutive months and the board resolves that their office is vacated, or
- (iv) they become bankrupt or compound with their creditors generally, or
- (v) they are prohibited by law from being a director, or
- (vi) they cease to be a director by virtue of the Companies Acts or are removed from office pursuant to these articles, or
- (vii) a notice in writing removing the director as a director is given by not less than three-quarters of the directors for the time being to the relevant director in person or at the email or postal address that the company holds for the relevant director.

If the office of a director is vacated for any reason, that person shall cease to be a member of any committee or sub-committee of the board.

#### **84. Alternate Directors**

- (A) Each director may appoint any person to act as their alternate and shall have discretion to remove an alternate director so appointed. If the alternate director is not already a director, the appointment, unless previously approved by the board, and for such a period as the board had approved, shall have effect only upon and subject to its being so approved. Any appointment or removal of an alternate director shall be effected by notice in writing signed by the appointor and sent to or received at the office or at an address specified by the company for the purpose of communication by electronic means or tendered at a meeting of the board, or in any other manner approved by the board. An alternate director shall be entitled to receive notice of all meetings of the board or of committees of the board of which the appointor is a member. An alternate director shall also be entitled to attend and vote as a director at any such meeting at which the appointor is not personally present and at such meeting to exercise and discharge all the functions, powers, rights and duties of the appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply as if the alternate director were a director.
- (B) Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these articles relating to directors and shall during their appointment be an officer of the company. An alternate director shall alone be responsible to the company for their acts and defaults and shall not be deemed to be the agent of or for the appointor. An alternate director may be paid expenses and shall be

entitled to be indemnified by the company to the same extent as if they were a director. An alternate director shall not be entitled to receive from the company any fee in their capacity as an alternate director but the company shall, if so requested in writing by the appointor, pay to the alternate director any part of the fees or remuneration otherwise due to the appointor.

- (C) A director or any other person may act as an alternate director to represent more than one director. Every person acting as an alternate director shall have one vote for each director for whom they act as alternate, in addition to their own vote if they are also a director but an alternate director shall count as only one for the purposes of determining whether a quorum is present. Signature by an alternate director of any resolution in writing of the board or a committee of the board shall, unless the relevant notice of appointment provides to the contrary, be as effective as signature by the appointor.
- (D) An alternate director shall cease to be an alternate director -
  - (i) if the appointor ceases for any reason to be a director except that, if at any meeting any director retires but is re-appointed at the same meeting, any appointment made by the director pursuant to this article which was in force immediately before the director's retirement shall remain in force as though that director had not retired, or
  - (ii) on the happening of any event which if the alternate director were a director would cause the alternate to vacate office as a director, or
  - (iii) if the alternate director resigns as an alternate by notice in writing to the company.

## **85. Executive Directors**

The board or any committee authorised by the board may from time to time appoint one or more directors to hold any employment or executive office with the company for such period (subject to the provisions of the Companies Acts) and upon such other terms as the board or any committee authorised by the board may in its discretion decide and may revoke or terminate any appointment so made. Any revocation or termination of the appointment shall be without prejudice to any claim for damages that the director may have against the company or the company may have against the director for any breach of any contract of service between the director and the company which may be involved in the revocation or termination. A director so appointed shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the board or any committee authorised by the board may decide, and either in addition to or in lieu of that director's remuneration as a director.

## **FEES, REMUNERATION, EXPENSES AND PENSIONS**

## **86. Directors' Fees**

Each of the directors shall be paid a fee at such rate as may from time to time be determined by the board provided that the aggregate of all fees so paid to directors (excluding amounts payable under any other provision of these articles) shall not exceed £1,500,000 per annum or such higher amount as may from time to time be decided by ordinary resolution of the company. Such fees shall be divided among the directors as the board may by resolution determine or, failing such determination, equally, except that in such event any director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time being during such period for which that director has held office.

## **87. Additional Remuneration**

- (A) Any director who performs services (including membership of or serving as chair of any committee of the board) which in the opinion of the board or any committee authorised by the board go beyond the ordinary duties of a director may be paid such extra remuneration (whether by way of additional fee, salary, commission, participation in profits or otherwise) as the board or any committee authorised by the board may in its discretion decide in addition to any remuneration provided for by or pursuant to any other article.
- (B) The company may pay to any director who at the request of the company holds any office (including a directorship) under, or renders services to, any company in which the company may be interested, such remuneration (whether by way of salary, commission, participation in profits or otherwise) in respect of such office or services as the board may determine and any such remuneration shall be in addition to any remuneration provided for by or pursuant to this or any other article.

## **88. Expenses**

Each director may be paid their reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the board or committees of the board or general meetings of the company or any other meeting which as a director they are entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by them in the conduct of the company's business or in the discharge of their duties as directors. The company may also fund a director's or former director's expenditure for the purposes permitted under the Companies Acts and may do anything to enable a director or former director to avoid incurring such expenditure as provided in the Companies Acts.

## **89. Pensions and Gratuities for Directors**

The board or any committee authorised by the board may exercise all the powers of the company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, connections or dependants of any director or former director provided that no benefits (except such as may be provided for by any other article) may be granted to or

in respect of a director or former director who has not been employed by, or held an executive office or place of profit under, the company or anybody corporate which is or has been its subsidiary undertaking or any predecessor in business of the company or any such body corporate without the approval of an ordinary resolution of the company. No director or former director shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company.

## **DIRECTORS' INTERESTS**

### **90. Conflicts of Interest Requiring Board Authorisation**

- (A) The board may, subject to the quorum and voting requirements set out in this article, authorise any matter which would otherwise involve a director breaching their duty under the Companies Acts to avoid conflicts of interest (**“Conflict”**).
- (B) A director seeking authorisation in respect of a Conflict shall declare to the board the nature and extent of their interest in a Conflict as soon as is reasonably practicable. The director shall provide the board with such details of the relevant matter as are necessary for the board to decide how to address the Conflict together with such additional information as may be requested by the board.
- (C) Any director (including the relevant director) may propose that the relevant director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the board shall be effected in the same way that any other matter may be proposed to and resolved upon by the board under the provisions of these articles save that:
  - (i) the relevant director and any other director with a similar interest shall not count towards the quorum nor vote on any resolution giving such authority, and
  - (ii) the relevant director and any other director with a similar interest may, if the other members of the board so decide, be excluded from any board meeting while the Conflict is under consideration.
- (D) Where the board gives authority in relation to a Conflict, or where any of the situations described in Article 91(B) apply in relation to a director (**“Relevant Situation”**):
  - (i) the board may (whether at the relevant time or subsequently) (a) require that the relevant director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the board or otherwise) related to the Conflict or Relevant Situation, and (b) impose upon the relevant director such other terms for the purpose of dealing with the Conflict or Relevant Situation as it may determine,
  - (ii) the relevant director will be obliged to conduct themselves in accordance with any terms imposed by the board in relation to the Conflict or Relevant Situation,

- (iii) the board may provide that where the relevant director obtains (otherwise than through their position as a director of the company) information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use or apply the information in relation to the company's affairs, where to do so would amount to a breach of that confidence,
- (iv) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded), and
- (v) the board may revoke or vary such authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.

## **91. Other Conflicts of Interest**

- (A) If a director is in any way directly or indirectly interested in a proposed contract with the company or a contract that has been entered into by the company, that director must declare the nature and extent of that interest to the directors in accordance with the Companies Acts.
- (B) Provided a director has declared their interest in accordance with paragraph (A), such director may
  - (i) be party to, or otherwise interested in, any contract with the company or in which the company has a direct or indirect interest,
  - (ii) hold any other office or place of profit with the company (except that of auditor) in conjunction with the director's office as a director for such period and upon such terms, including as to remuneration, as the board may decide,
  - (iii) act as an individual person or through a firm with which the director is associated in a professional capacity for the company or any other company in which the company may be interested (otherwise than as auditor),
  - (iv) be or become a director or other officer of, or employed by or otherwise be interested in any holding company or subsidiary company of the company or any other company in which the company may be interested, and
  - (v) be or become a director of any other company in which the company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of the director's appointment as a director of that other company.

## **92. Benefits**

A director shall not, by reason of their office or of the fiduciary relationship thereby established, be liable to account to the company for any remuneration, profit or other benefit realised by reason of them having any type of interest authorised under Article 90(A) or permitted under

Article 91(B) and no contract shall be liable to be avoided on the grounds of a director having any type of interest authorised under Article 90(A) or permitted under Article 91(B).

### **93. Quorum and Voting Requirements**

- (A) A director shall not attend (unless the chair in their absolute discretion otherwise determines), vote on or be counted in the quorum in relation to any meeting or resolution of the board (as applicable) concerning their own appointment, or the settlement or variation of the terms or the termination of their own appointment, as the holder of any office or place of profit with the company or any other company in which the company is interested.
- (B) Where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more directors to offices or places of profit with the company or any other company in which the company is interested, a separate resolution may be put in relation to each director and in that case each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution unless it concerns the appointment or the settlement or variation of the terms or the termination of the appointment of that director or the appointment of another director to an office or place of profit with a company in which the company is interested and the director seeking to vote or be counted in the quorum has a Relevant Interest in it.
- (C) A director shall not vote on, or be counted in the quorum in relation to, any resolution of the board in respect of any contract in which that director has an interest and, if that director does so, such vote shall not be counted, but this prohibition shall not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest or where that interest arises only from one or more of the following matters: -
  - (i) the giving to the director of any guarantee, indemnity or security in respect of money lent or obligations undertaken by the director or by any other person at the request of or for the benefit of the company or any of its subsidiary undertakings,
  - (ii) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the company or any of its subsidiary undertakings for which the director has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,
  - (iii) the giving to the director of any other indemnity where all other directors are also being offered indemnities on substantially the same terms,
  - (iv) the funding by the company of the director's expenditure on defending proceedings or the doing by the company of anything to enable the director to avoid incurring such expenditure where all other directors are being offered substantially the same arrangements,

- (v) where the company or any of its subsidiary undertakings is offering securities in which offer the director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the director is to participate,
  - (vi) any contract in which the director is interested by virtue of their interest in shares or debentures or other securities of the company or by reason of any other interest in or through the company,
  - (vii) any contract concerning any other company (not being a company in which the director has a Relevant Interest) in which the director is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever,
  - (viii) any contract concerning the adoption, modification or operation of a pension fund, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which relates both to directors and employees of the company or of any of its subsidiary undertakings and does not provide in respect of any director as such any privilege or advantage not accorded to the employees to which the fund or scheme relates,
  - (ix) any contract for the benefit of employees of the company or of any of its subsidiary undertakings under which the director benefits in a similar manner to the employees and which does not accord to any director as such any privilege or advantage not accorded to the employees to whom the contract relates, and
  - (x) any contract for the purchase or maintenance of insurance against any liability for, or for the benefit of, any director or directors or for, or for the benefit of, persons who include directors.
- (D) A company shall be deemed to be one in which a director has a Relevant Interest if and so long as (but only if and so long as) the director is to their knowledge (either directly or indirectly) the holder of or beneficially interested in one per cent or more of any class of the equity share capital of that company (calculated exclusive of any shares of that class in that company held as treasury shares) or of the voting rights available to members of that company. In relation to an alternate director, an interest of their appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- (E) Where a company in which a director has a Relevant Interest is interested in a contract, the director also shall be deemed interested in that contract.
- (F) If any question shall arise at any meeting of the board as to the interest of a director (other than the chair of the meeting) in a contract and whether it is likely to give rise to a conflict of interest or as to the entitlement of any director (other than the chair of the meeting) to vote or be counted in the quorum and the question is not resolved by such director voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the

chair of the meeting and the chair's ruling in relation to the director concerned shall be conclusive except in a case where the nature or extent of the director's interest (so far as it is known to that director) has not been fairly disclosed to the board. If any question shall arise in respect of the chair of the meeting, the question shall be decided by a resolution of the board (for which purpose the chair of the meeting shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the chair of the meeting (so far as it is known to the chair) has not been fairly disclosed to the board.

- (G) Subject to these articles, the board may also cause any voting power conferred by the shares in any other company held or owned by the company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company. Subject to these articles, a director may also vote on and be counted in the quorum in relation to any of such matters.

#### **94. General**

- (A) References in Articles 90 to 93 and in this article to:
  - (i) a contract include references to any proposed contract and to any transaction or arrangement or proposed transaction or arrangement whether or not constituting a contract, and
  - (ii) a conflict of interest include a conflict of interest and duty and a conflict of duties.
- (B) The company may by ordinary resolution suspend or relax the provisions of Articles 90 to 93 to any extent or ratify any contract not properly authorised by reason of a contravention of any of the provisions of Articles 90 to 93.

### **POWERS AND DUTIES OF THE BOARD**

#### **95. General Powers of Company Vested in Board**

Subject to the provisions of the Companies Acts, these articles and to any directions given by the company in general meeting by special resolution, the business of the company shall be managed by the board which may pay all expenses incurred in forming and registering the company and may exercise all the powers of the company. No alteration of these articles and no special resolution shall invalidate any prior act of the board which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this article shall not be limited by any special power given to the board by any other article.

## **96. Borrowing Powers**

The board may exercise all the powers of the company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the company or of any third party.

## **97. Agents**

- (A) The board may, by power of attorney or otherwise, appoint any person or body of persons whether nominated directly or indirectly by the board to be the agent of the company upon such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The board may remove any person appointed under this article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this article shall be effective in relation to the powers, authorities and discretions of the board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the board or by a committee authorised by the board.
- (B) The board may establish local boards or agencies for managing any of the affairs of the company, either in the United Kingdom or elsewhere, and appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration. The board may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the board, with power to sub-delegate, and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the board may think fit and the board may remove any person appointed as aforesaid, and may annul or vary such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

## **98. Delegation to Individual Directors**

The board may entrust to and confer upon any director any of its powers, authorities and discretions (with power to sub-delegate) upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, authorities and discretions and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this article shall be effective in relation to the powers, authorities and discretions of the board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the board or by a committee authorised by the board.

## **99. Registers**

Subject to the provisions of the Companies Acts, the company may keep an overseas branch or local or other register in any place and the board may make and vary such regulations as it may think fit respecting the keeping of the register.

## **100. Provision for Employees**

The board may exercise any power conferred by the Companies Acts to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

# **PROCEEDINGS OF THE BOARD**

## **101. Board Meetings**

The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary on the requisition of a director at any time shall, summon a board meeting.

## **102. Notice of Board Meetings**

Notice of a board meeting shall be deemed to be properly given to a director if it is given to the director personally or by word of mouth or sent in writing to the director at the director's last known address or any other address given by the director to the company for this purpose. A director may waive notice of any meeting either prospectively or retrospectively. In this article references to in writing include the use of electronic communications subject to such terms and conditions as the board may decide.

## **103. Quorum**

The quorum necessary for the transaction of the business of the board may be fixed by the board and, unless so fixed at any other number, shall be two. Subject to the provisions of these articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

## **104. Directors below Minimum through Vacancies**

The continuing directors or a sole continuing director may act notwithstanding any vacancy in their number but, if and so long as the number of directors is reduced below the minimum number fixed by or in accordance with these articles or is below the number fixed by or in accordance with these articles as the quorum or there is only one continuing director, the continuing directors or director may act for the purpose of filling vacancies or of summoning general meetings of the company but not for any other purpose. If there are no directors or director able or willing to act, then any two members (excluding any member holding shares as treasury shares) may summon a general meeting for the purpose of appointing directors.

### **105. Appointment of Chair**

The board may appoint a director to be the chair or a deputy chair of the board, and may at any time remove him from that office. The chair of the board or failing that a deputy chair shall act as chair at every meeting of the board. If more than one deputy chair is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chair who has been in office as a director longest shall take the chair. But if no chair of the board or deputy chair is appointed, or if at any meeting neither the chair nor any deputy chair is present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chair of the meeting.

### **106. Competence of Meetings**

A meeting of the board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the board.

### **107. Voting**

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the chair of the meeting shall have a second or casting vote.

### **108. Delegation to Committees**

- (A) (i) The board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to any committee, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit, provided that the majority of persons on any committee or sub-committee must be directors. References in these articles to committees include sub-committees permitted under this article.
- (ii) In particular, the board may establish and maintain a compensation or remuneration committee (however called) and an audit committee (however called) and, on such terms as the board may think fit, delegate to such committee all or any of its powers, authorities and discretions in relation respectively to any matter in connection with the remuneration and benefits of the directors or any of them (including, without limitation, any director who is a member of such committee) and of any other person who is employed by or provides any service to the company or any of its subsidiaries and to any matter in connection with the accounts or audit or accounting procedures of the company or any of its subsidiaries, and in either case, any other matter which the board considers may conveniently be delegated to such committee. Any such committee shall consist of a majority of members who are directors and who are not involved in the day to day management of the business of the company or any of its subsidiaries. No meeting of any such committee shall be quorate for the purposes of exercising any of its powers, authorities or discretions unless a majority of those present are directors.

- (B) Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the board. The meetings and proceedings of any committee consisting of, two or more members shall be governed by the provisions contained in these articles for regulating the meetings and proceedings of the board so far as the same are applicable and are not superseded by any regulations imposed by the board.
- (C) The power to delegate contained in this article shall be effective in relation to the powers, authorities and discretions of the board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the board or by a committee authorised by the board.

#### **109. Participation in Meetings by Telephone**

All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any, communication equipment which allows all persons participating in the meeting to speak to and hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chair of the meeting then is.

#### **110. Resolution in Writing**

A resolution in writing signed by all the directors for the time being entitled to receive notice of a meeting of the board (if that number is sufficient to constitute a quorum) or by all the members of a committee for the time being so entitled shall be as valid and effectual as a resolution passed at a meeting of the board or, as the case may be, of the committee properly called and constituted. The resolution may be contained in one document or in several documents in like form each signed by one or more of the directors or members of the committee concerned. In this article references to in writing include the use of electronic communications subject to such terms and conditions as the board may decide.

#### **111. Validity of Acts of Board or Committee**

All acts done by the board or by any committee or by any person acting as a director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or person so acting or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote, be as valid as if each such member or person had been properly appointed and was qualified and had continued to be a director or member of the committee and had been entitled to vote.

**SECRETARY**

## **112. Appointment and Removal of the Secretary**

Subject to the provisions of the Companies Acts, the secretary shall be appointed by the board for such term and upon such conditions as the board may think fit, and any secretary so appointed may be removed by the board. The secretary shall receive such remuneration as the board or any committee authorised by the board shall decide.

## **SEALS**

### **113. Use of Seals**

The board shall provide for the custody of every seal of the company. A seal shall only be used by the authority of the board or of a committee of the board authorised by the board in that behalf. Subject as otherwise provided in these articles, and to any resolution of the board or committee of the board dispensing with the requirement for counter-signature on any occasion, any instrument to which the common seal is applied shall be signed by at least one director and the secretary, or by at least two directors or by one director in the presence of a witness who attests the signature or by such other person or persons as the board may approve. Any instrument to which an official seal is applied need not, unless the board otherwise decides or the law otherwise requires, be signed by any person.

## **DIVIDENDS AND OTHER PAYMENTS**

### **114. Declaration of Dividends by Company**

Subject to the provisions of the Companies Acts, the company may by ordinary resolution from time to time declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the board.

### **115. Payment of Interim and Fixed Dividends by Board**

Subject to the provisions of the Companies Acts, the board may pay such interim dividends as appear to the board to be justified by the financial position of the company and may also pay any dividend payable at a fixed rate at intervals settled by the board whenever the financial position of the company, in the opinion of the board, justifies its payment. If the board acts in good faith, it shall not incur any liability to the holders of any shares for any loss they may suffer in consequence of the payment of an interim or fixed dividend on any other class of shares ranking *pari passu* with or after those shares.

### **116. Calculation and Currency of Dividends**

Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide

- (i) no dividends shall be declared or paid on any share which is not fully paid or which as provided in article 124 is to be treated for the purpose of this and other articles as not being fully paid, and no amount paid up on a share in advance of calls shall be treated for the purposes of this article as paid up on the share,

- (ii) subject to (i) above, all dividends shall be apportioned and paid pro rata according to the amounts paid up on the share during any portion or portions of the period in respect of which the dividend is paid, and
- (iii) 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 their 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.

#### **117. Amounts Due on Shares may be Deducted from Dividends**

The board may deduct from any dividend or other moneys payable to a member by the company on or in respect of any shares all sums of money (if any) presently payable by the member to the company on account of calls or otherwise in respect of shares of the company. Sums so deducted can be used to pay amounts owing to the company in respect of the shares.

#### **118. No Interest on Dividends**

Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other moneys payable by the company on or in respect of any share shall bear interest against the company.

#### **119. Payment Procedure**

Any dividend or other sum payable in cash by the company in respect of a share may be paid by cheque, warrant or similar financial instrument sent by post addressed to the holder at the holder's registered address or, in the case of joint holders, addressed to the holder whose name stands first in the register in respect of the shares at that holder's registered address as appearing in the register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every cheque, warrant or similar financial instrument shall, unless the holder or joint holders otherwise direct, be made payable to the holder or, in the case of joint holders, to the holder whose name stands first on the register in respect of the shares, and shall be sent at the risk of the relevant holder(s) and payment of the cheque, warrant or similar financial instrument by the financial institution on which it is drawn shall constitute a good discharge to the company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means including, in respect of uncertificated shares, by means of the facilities and requirements of a relevant system and to or through such person as the holder or joint holders may in writing direct, and the company shall have no responsibility for any sums lost or delayed in the course of payment by any such system or other means or where it has acted on any such directions. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares held by them. Where a person is entitled by transmission to a share, any dividend or other sum payable by the company in respect of the share may be paid as if the person so entitled by transmission were a holder of the share and their address noted in the register were the registered address.

## **120. Uncashed Dividends**

The company may cease to send any cheque, warrant or similar financial instrument through the post or to employ any other means of payment, including payment by means of a relevant system, for any dividend payable on any shares in the company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques, warrants or similar financial instruments have been returned undelivered or remain uncashed during or at the end of the period for which the same are valid or that means of payment has failed. In addition, the company may cease to send any cheque, warrant or similar financial instrument through the post or may cease to employ any other means of payment if, in respect of one dividend payable on those shares, the cheque, warrant or similar financial instrument has been returned undelivered or remains uncashed during or at the end of the period for which the same is valid or that means of payment has failed and reasonable enquiries have failed to establish any new postal address or account of the holder. Subject to the provisions of these articles, the company must recommence sending cheques, warrants or similar financial instruments or employing such other means in respect of dividends payable on those shares if the holder or person entitled by transmission requests such recommencement in writing and does not instruct the company to pay future dividends by some other means.

## **121. Forfeiture of Unclaimed Dividends**

All dividends or other sums payable on or in respect of any shares which remain unclaimed may be invested or otherwise made use of by the board for the benefit of the company until claimed. Any dividend unclaimed after a period of 12 years from the date when it was declared or became due for payment shall be forfeited and shall revert to the company and the payment by the board of any unclaimed dividend or other sum payable on or in respect of a share into a separate account shall not constitute the company a trustee in respect of it.

## **122. Dividends Not in Cash**

Any general meeting declaring a dividend may, upon the recommendation of the board, by ordinary resolution direct that it shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, and where any difficulty arises in regard to the distribution the board may settle it as it thinks expedient, and in particular may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets or any part thereof to be distributed and may determine that cash shall be paid to any members upon the footing of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as may seem expedient to the board.

## **123. Scrip Dividends**

The board may, if authorised by an ordinary resolution of the company, offer any holders of ordinary shares (excluding any member holding shares as treasury shares) the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the board) of any dividend specified by the ordinary resolution. The following provisions shall apply: -

- (i) an ordinary resolution may specify some or all of a particular dividend (whether or not already declared) or may specify some or all of any dividends declared or paid within a specified period, but such period may not end later than the fifth anniversary of the date of the meeting at which the ordinary resolution is passed,
- (ii) the entitlement of each holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forgo. For this purpose “**relevant value**” shall be calculated by reference to the average of the middle market quotations for the company's ordinary shares on the London Stock Exchange as derived from the Daily Official List (or any other publication of a recognised investment exchange showing quotations for the company's ordinary shares) on such five consecutive dealing days as the board shall determine provided that the first of such days shall be on or after the day on which the ordinary shares are first quoted “ex” the relevant dividend or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the auditors may rely on advice or information from brokers or other sources of information as they think fit,
- (iii) no fraction of any ordinary share shall be allotted. The board may make such provisions as it thinks fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit thereof accrues to the company and/or under which fractional entitlements are accrued and/or retained without interest and in each case accumulated on behalf of any holder of ordinary shares and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of such holder of fully paid ordinary shares and/or provisions whereby cash payments may be made to such holders in respect of their fractional entitlements,
- (iv) the board, if it intends to offer an election in respect of any dividend, shall give notice to the holders of ordinary shares of the right of election offered to them, and specify the procedure to be followed which, for the avoidance of doubt, may include an election by means of a relevant system and the place at which, and the latest time by which, elections must be lodged in order for elections to be effective, no such notice need be given to holders of ordinary shares who have previously given election mandates in accordance with this article and whose mandates have not been revoked, the accidental omission to give notice of any right of election to, or the non receipt (even if the company becomes aware of such non-receipt) of any such notice by, any holder of ordinary shares of any such notice shall neither invalidate any offer of an election nor give rise to any claim, suit or action,
- (v) the board shall not proceed with any election unless the company has sufficient reserves or funds that may be capitalised, and the board has authority to allot sufficient shares, to give effect to it after the basis of allotment is determined,

- (vi) the board may exclude from any offer or make other arrangement in relation to any holders of ordinary shares where the board believes that such exclusion or arrangement is necessary or expedient in relation to legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory, or the board believes that for any other reason the offer should not be made to them,
- (vii) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been made (for the purposes of this article “**the elected ordinary shares**”) and instead additional ordinary shares shall be allotted to the holders of the elected ordinary shares on the basis of allotment calculated as stated. For such purpose the board shall capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including retained earnings) at the relevant time whether or not the same is available for distribution as the board may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on that basis and apply it in paying up in full the appropriate number of ordinary shares for allotment and distribution to the holders of the elected ordinary shares on that basis. The board may do all acts and things considered necessary or expedient to give effect to any such capitalisation,
- (viii) the additional ordinary shares when allotted shall rank pari passu in all respects with the fully-paid ordinary shares then in issue except that they will not be entitled to participation in the relevant dividend,
- (ix) unless the board otherwise determines, or unless the Uncertificated Securities Regulations and/or the rules of the relevant system concerned otherwise require, the new ordinary share or shares which a member has elected to receive instead of cash in respect of the whole (or some part) of the specified dividend declared or paid in respect of the member's elected ordinary shares shall be in uncertificated form (in respect of the member's elected ordinary shares which were in uncertificated form on the date of the member's election) and in certificated form (in respect of the member's elected ordinary shares which were in certificated form on the date of the member's election),
- (x) the board may also from time to time establish or vary a procedure for election mandates, which, for the avoidance of doubt, may include an election by means of a relevant system, under which a holder of ordinary shares may elect in respect of future rights of election offered to that holder under this article until the election mandate is revoked or deemed to be revoked in accordance with the procedure,
- (xi) the board may decide how any costs relating to making new shares available in place of a cash dividend will be met, including deciding to deduct an amount from the entitlement of a shareholder under this article, and

- (xii) at any time before new ordinary shares are allotted instead of cash in respect of any part of a dividend, the board may determine that such new ordinary shares will not be allotted. Any such determination may be made before or after any election has been made by holders of ordinary shares in respect of the relevant dividend.

## **RESERVES**

### **124. Reserves; Power to Capitalise Reserves and Funds**

- (A) The board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks proper as 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 from time to time think fit. The board may also without placing the same to reserve carry forward any profits which it may think it prudent not to distribute.
- (B) The company may, upon the recommendation of the board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit, and loss account or retained earnings) whether or not the same is available for distribution, or to the credit of any share premium account or any capital redemption reserve fund, and accordingly that the amount to be capitalised be set free for distribution among the members or any class of members who would be entitled to it if it were distributed by way of dividend (provided that the company, with the consent of any class of members that would be entitled to it if it were distributed by way of dividend, may exclude such class of members from such distribution pursuant to a special resolution at a separate general meeting of such class of members) and in the same proportions, on the basis that it is applied either in or towards paying up the amounts for the time being unpaid on any shares in the company held by those members respectively (including the relevant members following any exclusion of a class of members to the extent permitted by this article) or in paying up in full shares, debentures or other obligations of the company to be allotted and distributed credited as fully paid up among those members (including the relevant members following any exclusion of a class of members to the extent permitted by this article), or partly in one way and partly in the other, provided that:
  - (i) for the purposes of this article, a share premium account and a capital redemption reserve and any reserve or fund representing unrealised profits may be applied only in paying up in full shares of the company,
  - (ii) for the purposes of this article, where the amount capitalised is applied in paying up in full shares, the company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury

shares and the proportionate entitlement of the relevant class of members to the distribution will be calculated accordingly, and

- (iii) any shares allotted and distributed credited as fully paid pursuant to this article in right of shares which are not themselves fully paid or which are by virtue of this proviso to be treated for the purposes of this article as not being fully paid shall for the purposes of articles 16, 35, 67, 116 and this article, so long as the shares in right whereof they are issued are not fully paid or are by virtue of this proviso to be treated as not being fully paid, be treated as if they were paid up only to the extent of the amount paid up or to be treated as paid up on the shares in right whereof they are issued.

The board may authorise any person to enter into any agreement with the company on behalf of the persons entitled to participate in the distribution providing for the allotment to them respectively of any shares, debentures or other obligations of the company to which they are entitled on the capitalisation and the agreement shall be binding on those persons.

#### **125. Settlement of Difficulties in Distribution**

Where any difficulty arises in regard to any distribution of any capitalised reserve or fund the board may settle the matter as it thinks expedient and in particular may authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any members in order to adjust the rights of all parties, as may seem expedient to the board.

### **RECORD DATES**

#### **126. Power to Choose Any Record Date**

Notwithstanding any other provision of these articles, the board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made. The power to fix any such record date shall include the power to fix a time on the chosen date.

### **RECORDS AND SUMMARY FINANCIAL STATEMENTS**

#### **127. Inspection of Records**

No member in his capacity as such shall have any right of inspecting any accounting record or book or document of the company except as conferred by law, ordered by a court of competent jurisdiction or authorised by the board or by ordinary resolution of the company.

## **128. Strategic Reports with Supplementary Material**

The company may send or otherwise supply copies of its strategic reports with supplementary material to members of the company instead of copies of its full accounts and reports.

### **SERVICE OF NOTICES AND DOCUMENTS**

## **129. Service of Notices**

- (A) Any notice, document (including a share certificate) or other information may be served on or sent or supplied to any member by the company:
  - (i) personally;
  - (ii) by sending it through the post at the member's risk addressed to the member at their registered address or by leaving it at that address addressed to the member;
  - (iii) by means of a relevant system;
  - (iv) where appropriate, by sending or supplying it in electronic form to an address notified by the member to the company for that purpose;
  - (v) where appropriate, by making it available on a website and notifying the member of its availability in accordance with this article; or
  - (vi) by any other means authorised in writing by the member.

In the case of joint holders of a share, service, sending or supply of any notice, document or other information on or to one of the joint holders shall for all purposes be deemed a sufficient service on or sending or supplying to all the joint holders.

- (B) In the case of joint holders of a share, anything to be agreed or specified in relation to any notice, document or other information to be served on or, sent or supplied to them may be agreed or specified by any one of the joint holders and the agreement or specification of the senior shall be accepted to the exclusion of that of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register in respect of the joint holding.
- (C) If on two consecutive occasions any notice, document or other information served on or sent or supplied to a member has been returned undelivered, such member shall not thereafter be entitled to receive notices, documents or other information from the company until the member shall have communicated with the company and supplied to the company (or its agent) a new registered address, or a postal address for the service of notices and the despatch or supply of documents and other information, or shall have informed the company of an address for the service of notices and the despatch or supply of documents and

other information in electronic form. For these purposes, any notice, document or other information sent by post shall be treated as returned undelivered if the notice, document or other information is served, sent or supplied back to the company (or its agents) and a notice, document or other information served, sent or supplied in electronic form shall be treated as returned undelivered if the company (or its agents) receives notification that the notice, document or other information was not delivered to the address to which it was sent.

- (D) The company may at any time and in its sole discretion choose (a) to serve, send or supply notices, documents or other information in hard copy form alone to some or all members and/or (b) not to serve, send or supply a notice, document or other information to a particular member where it considers this necessary or appropriate to deal with legal, regulatory or practical problems in, or under the laws of, any territory.

### **130. Record Date for Service**

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

### **131. Members on Branch Registers**

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

### **132. Service of Notice on Person Entitled by Transmission**

- (A) A person who is entitled by transmission to a share, upon supplying the company with a postal address for the service of notices and the despatch or supply of documents and other information and/or an address for the purposes of communications by electronic means shall be entitled to have served upon or sent or supplied to them at such address any notice, document or other information to which they would have been entitled if they were the holder of that share or, where applicable, to be notified at that address of the availability of the notice, document or other information on a website.
- (B) In either case, such service, sending or supply shall for all purposes be deemed a sufficient service, sending or supply of such notice, document or other information on all persons interested (whether jointly with or as claimants through or under the transmittor) in the share.
- (C) Otherwise, any notice, document or other information served on or sent or supplied to any member pursuant to these articles shall, notwithstanding that the

member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the company has notice of the death, bankruptcy or other event, be deemed to have been properly served, sent or delivered in respect of any share registered in the name of that member as sole or joint holder.

- (D) The company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all persons who are entitled to a member's shares by transmission and may also in its sole discretion, where it considers necessary or appropriate to deal with legal, regulatory or practical problems in, or under the laws of, any territory, determine not to serve, send or supply a particular notice, document or other information to any particular such person.

### **133. When Notice Deemed Served**

- (A) Any notice, document or other information, if served, sent or supplied by the company by post, shall be deemed to have been received on the day following that on which it was posted if first class post was used or 48 hours after it was posted if first class post was not used and, in providing that a notice, document or other information was served, sent or supplied, it shall be sufficient to prove that the notice, document or other information was properly addressed, prepaid and put in the post.
- (B) Any notice document or other information not served, sent or supplied by- post but left by the company at a registered address or at an address (other than an address for the purposes of communications by electronic means) notified to the company in accordance with these articles by a person who is entitled by transmission to a share shall be deemed to have been received on the day it was so left.
- (C) Any notice, document or other information served, sent or supplied by the company by means of a relevant system shall be deemed to have been received when the company or any sponsoring system-participant acting on its behalf sends the issuer-instruction relating to the notice, document or other information.
- (D) Any notice, document or other information, served, sent or supplied by the company using electronic means shall be deemed to have been received on the day on which it was sent notwithstanding that the company subsequently sends a hard copy of such notice, document or information by post. Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this article.

In proving that a notice, document or other information, served, sent or supplied by electronic means was served, sent or supplied, it shall be sufficient to prove that it was properly addressed.

- (E) Any notice, document or other information served, sent or supplied by the company by any other means authorised in writing by the member concerned shall be deemed to have been received when the company has carried out the action it has been authorised to take for that purpose.

#### **134. Notice When Post Not Available**

If there is a suspension or curtailment of postal services within the United Kingdom or some part of the United Kingdom the company need only give notice of a general meeting to those members with whom the company can communicate by electronic means and who have provided the company with an address for this purpose. If there is a suspension or curtailment of a relevant electronic communication system as a result of which the company cannot send a notice by electronic communications, the company need not give notice to those members affected by the suspension or curtailment. If either of these events occurs, the company shall advertise the notice in at least one newspaper with a national circulation (or, if the postal service is only suspended or restricted in part of the United Kingdom, in one or more local newspapers having general circulation in that area) and make it available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment thereof. If at least six clear days prior to the meeting the sending or supply of notices by post in hard copy form or (as the case may be) by electronic communications has again become generally possible, the company shall send or supply confirmatory copies of the notice by post to those members who would otherwise receive the notice in hard copy form or (as the case may be) by electronic communications.

### **DESTRUCTION OF DOCUMENTS**

#### **135. Presumptions Where Documents Destroyed**

If the company destroys or deletes -

- (i) any share certificate which has been cancelled at any time after a period of one year has elapsed from the date of cancellation, or
- (ii) any instruction concerning the payment of dividends or other moneys in respect of any share or any notification of change of name or address at any time after a period of two years has elapsed from the date the instruction or notification was recorded by the company, or
- (iii) any instrument of transfer of shares or Operator-instruction for the transfer of shares which has been registered at any time after a period of six years has elapsed from the date of registration, or
- (iv) any instrument of proxy which has been used for the purpose of a poll at any time after a period of one year has elapsed from the date of use, or

- (v) any instrument of proxy which has not been used for the purpose of a poll at any time after a period of one month has elapsed from the end of the meeting to which the instrument of proxy relates, or
- (vi) any other document on the basis of which any entry is made in the register at any time after a period of six years has elapsed from the date the entry was first made in the register in respect of it,

and the company destroys or deletes the document or instruction in good faith and without express notice that its preservation was relevant to a claim, it shall be presumed irrefutably in favour of the company that every share certificate so destroyed was a valid certificate and was properly cancelled, that every instrument of transfer or Operator-instruction so destroyed or deleted was a valid and effective instrument of transferor instruction and was properly registered and that every other document so destroyed was a valid and effective document and that any particulars of it which are recorded in the books or records of the company were correctly recorded. If the documents relate to uncertificated shares, the company must comply with any requirements of the Uncertificated Securities Regulations which limit its ability to destroy these documents. Nothing contained in this article shall be construed as imposing upon the company any liability by reason only of the destruction of any document of the kind mentioned above before the relevant period mentioned in this article has elapsed or of the fact that any other condition precedent to its destruction mentioned above has not been fulfilled. References in this article to the destruction of any document include references to its disposal in any manner.

## **INDEMNITY**

### **136. Indemnity of Directors**

To the extent permitted by the Companies Acts, the company may indemnify any director or former director of the company or of any associated company against any liability and may purchase and maintain for any director or former director of the company or of any associated company insurance against any liability. No director or former director of the company or of any associated company shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company.

## **GOVERNING LAW**

### **137. Governing Law**

The governing law of these articles is the substantive law of England.

## **SCHEME OF ARRANGEMENT**

### **138. Scheme of Arrangement**

- (A) In this article 138, references to the "Scheme" are to the scheme of arrangement dated 12 March 2026 between the Company and the holders of Scheme Shares

(as defined in the Scheme) under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition agreed by the Company and Pantheon, LLC ("**Bidco**", which expression includes any other name which Bidco may adopt from time to time) and which the Court (as defined in the Scheme) may approve or impose and (save as defined in this article 138) terms defined in the Scheme or, if not so defined in the Scheme, defined in the circular dated 12 March 2026 containing the explanatory statement required pursuant to section 897 of the Companies Act 2006 and circulated with the Scheme, shall have the same meanings where used in this article 138.

- (B) Notwithstanding any other provision(s) of these articles or the terms of any resolution, whether ordinary or special, passed by the Company in general meeting, if the Company issues or transfers out of treasury any shares (other than to Bidco) on or after the date of the adoption of this article 138 (including in satisfaction of the vesting or exercise (as applicable) of an Award under one of the Schrodgers Share Plans) and on or prior to the Scheme Record Time, such shares shall be issued, transferred or registered subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original or any subsequent holder or holders of such shares shall be bound by the Scheme accordingly.
- (C) Notwithstanding any other provision of these articles and provided the Scheme has become Effective, if any shares in the Company are issued, transferred out of treasury or transferred pursuant to article 138(D) to any person (other than under the Scheme or to Bidco and/or its nominee(s)) (a "**New Member**") at or after the Scheme Record Time (including in satisfaction of the vesting or exercise (as applicable) of an Award under one of the Schrodgers Share Plans), such shares (the "**Disposal Shares**") shall be issued or transferred on terms that they shall be immediately transferred (on the Effective Date or, if later, on the issue or transfer (but subject to articles 138(D) and 138(E)) to Bidco and/or its nominee(s) (as Bidco may otherwise direct) (the "**Purchaser**"), who shall be obliged to acquire each Disposal Share in consideration of and conditional upon the payment by or on behalf of the Purchaser to the New Member of an amount in cash for each Disposal Share equal to the consideration to which a New Member would have been entitled had such Disposal Share been a Scheme Share (as applicable, after deduction of any tax and national insurance or social security contributions which an employer or any other company is required to withhold or account for in respect of either that consideration or the issue or transfer of such shares (the "**Relevant Deductions**")).
- (D) Any person who is beneficially entitled to shares issued or transferred to a New Member (other than, for the avoidance of doubt, a person who becomes beneficially entitled to shares by virtue of a transfer pursuant to this article 138(D)) may, prior to the issue or transfer of any Disposal Shares to the New Member pursuant to the satisfaction of an Award under one of the Schrodgers Share Plans, give not less than two Business Days' written notice to the Company in such manner as the board shall prescribe of his or her intention to

transfer the beneficial ownership of some or all of such Disposal Shares to his or her spouse or civil partner and may, if such notice has been validly given, on or before such Disposal Shares being issued or transferred to him or her, immediately transfer to his or her spouse or civil partner beneficial ownership of any such Disposal Shares, provided that such Disposal Shares (including both legal and beneficial ownership thereof) will then be immediately transferred to the Purchaser pursuant to article 138(C). If notice has been validly given pursuant to this article 138(D) but the beneficial owner does not immediately transfer to his or her spouse or civil partner the beneficial ownership of the Disposal Shares in respect of which notice was given, both the legal and beneficial ownership of the Disposal Shares in respect of which notice was given will be transferred to the Purchaser pursuant to article 138(C). If notice is not given pursuant to this article 138(D), both the legal and beneficial ownership of the Disposal Shares will be immediately transferred to the Purchaser pursuant to article 138(C).

- (E) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Disposal Share to be paid under article 138(C) shall be adjusted by the Company in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this article 138 to shares in the Company shall, following such adjustment, be construed accordingly.
- (F) To give effect to any transfer of Disposal Shares required pursuant to article 138(C) and/or 138(D), the Company may appoint any person as attorney and/or agent for the New Member to transfer the Disposal Share(s) to the Purchaser and to do all such other things and execute and deliver all such documents (whether as deeds or otherwise) as may, in the opinion of such attorney and/or agent, be necessary or desirable to vest the Disposal Shares in the Purchaser and, pending such vesting, to exercise all such rights attaching to the Disposal Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that such attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Disposal Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument or instruction of transfer (whether as a deed or otherwise) on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give good receipt for the consideration for the Disposal Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for any Disposal Shares. The Purchaser shall settle the consideration due to the New Member pursuant to article 138(C) by sending a cheque drawn on the branch of a clearing bank in the United Kingdom or an electronic payment (or procuring that such a cheque or electronic payment is sent) in favour of the New Member (or any subsequent holder), or by any other method communicated by the

Purchaser to the New Member (or subsequent holder), for the consideration payable in respect of the Disposal Shares within 14 calendar days after the date on which such shares are issued or transferred to the New Member. Where the payment of any consideration for Disposal Shares to a New Member requires Relevant Deductions to be made and the Company determines that such payment is to be made through payroll to the relevant New Member, such payment shall be effected reasonably promptly after the Effective Date but is not required to be effected within 14 calendar days of the Effective Date.

- (G) Notwithstanding any other provision of these articles, neither the Company nor the directors shall register the transfer of any shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser pursuant to the Scheme.
- (H) If the Scheme shall not have become Effective by 11.59 p.m. on 12 February 2027 (or such later date if any, as may be agreed in writing by Bidco and the Company (with the Panel's consent and as the Court may allow (if such approval(s) are required)), this article 138 shall be of no effect.

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