

No. 10399850

The Companies Act 2006

Company Limited by Shares

## **ARTICLES OF ASSOCIATION**

Adopted by conditional special resolution passed on 20 April 2017

of

## **LLOYDS BANK CORPORATE MARKETS PLC**

(incorporated as a private company having a share capital on 28 September 2016  
and re-registered as a public limited company on 21 April 2017)

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## Articles of Association

Adopted by conditional special resolution passed on 20 April 2017

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**Lloyds Bank Corporate Markets plc (the “Company”)**

### Preliminary

#### 1 Default Articles not to apply

Neither the regulations in The Companies (Model Articles) Regulations 2008 nor Table A in The Companies (Tables A to F) Regulations 1985 nor any other articles or regulations prescribing forms of articles which may apply to companies under the Legislation or any former enactment relating to companies shall apply to the Company.

#### 2 Interpretation

In these Articles (if not inconsistent with the subject or context) the provisions of this Article 2 apply:

|  |   |
|--|---|
| “ <b>address</b> ”                           | means any address or number used for the purposes of sending or receiving notices, documents or information by electronic means and/or by means of a website; |
| “ <b>Annual General Meeting</b> ”            | means a general meeting held as the Company’s annual general meeting in accordance with Section 336 of the Companies Act 2006;                                |
| “ <b>clear days</b> ”                        | means a period of notice of the specified length excluding the day of the meeting and the day on which the notice is given;                                   |
| “ <b>Companies Acts</b> ”                    | shall have the same meaning as in Section 2 of the Companies Act 2006 in so far as they apply to the Company;   |
| “ <b>Company Communications Provisions</b> ” | shall have the same meaning as in Section 1143 of the Companies Act 2006;   |
| “ <b>Directors</b> ”                         | means the directors of the Company;   |
| “ <b>electronic form</b> ”                   | shall have the same meaning as in the Company Communications Provisions;  |
| “ <b>electronic means</b> ”                  | shall have the same meaning as in the Company Communications Provisions;  |

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|--------------------------|--|
| <b>“General Meeting”</b> | means any general meeting of the Company, including any general meeting held as the Company’s Annual General Meeting;  |
| <b>“hard copy form”</b>  | shall have the same meaning as in the Company Communications Provisions;   |
| <b>“Holding Company”</b> | means Lloyds Banking Group plc (registered in Scotland under number 95000) or any of its successors or any person (including a company) to whom it assigns rights to exercise powers reserved in these Articles; |
| <b>“in writing”</b>      | means written or produced by any substitute for writing (including anything in electronic form) or partly one and partly another;  |
| <b>“Legislation”</b>     | means the Companies Acts and every other enactment for the time being in force concerning companies and affecting the Company;   |
| <b>“month”</b>           | means calendar month;  |
| <b>“Office”</b>          | means the registered office of the Company for the time being;   |
| <b>“paid”</b>            | means paid or credited as paid;  |
| <b>“person entitled”</b> | in relation to a share, means a person entitled to that share by operation of law;   |
| <b>“Register”</b>        | means the register of members of the Company;  |
| <b>“Seal”</b>            | means the common seal of the Company;  |
| <b>“Secretary”</b>       | means the secretary of the Company and any person appointed by the Directors to perform any of the duties of the secretary including, but not limited to, a joint, assistant or deputy secretary;                |
| <b>“Securities Seal”</b> | means an official seal kept by the Company for sealing securities issued by the Company, or for sealing documents creating or evidencing securities so issued, as permitted by the Companies Acts;               |
| <b>“share”</b>           | means a share in the capital of the Company in issue;  |
| <b>“these Articles”</b>  | means these Articles of Association as from time to time altered;  |
| <b>“United Kingdom”</b>  | means the United Kingdom of Great Britain and Northern Ireland; and  |
| <b>“year”</b>            | means calendar year.   |

- 2.1 Any reference to issued shares of any class (whether of the Company or of any other company) shall not include any shares of that class held as treasury shares except where the contrary is expressly provided.

- 2.2 Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations.
- 2.3 References to an Article are to a numbered paragraph of these Articles.
- 2.4 The words “including” and “include” and words of similar effect shall not be deemed to limit the general effect of the words which precede them.
- 2.5 References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force (whether coming into force before or after the adoption of these Articles).
- 2.6 Subject to Article 26.2, the provisions of these Articles relating to General Meetings and to the proceedings at such meetings shall apply to separate meetings of a class of shareholders.
- 2.7 References to a person being present at a General Meeting include a person present by corporate representative.
- 2.8 Except as provided above, any words or expressions defined in the Companies Acts shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

### **3 Liability of members**

The liability of each member is limited to the amount (if any) for the time being unpaid on the shares held by that member.

## **Shares**

### **4 Shares and special rights**

- 4.1 Without prejudice to any rights attached to any existing shares, the Company may issue shares with such rights or restrictions as determined by either the Company by ordinary resolution or, if the Company passes a resolution to so authorise them, the Directors.
- 4.2 The Company may issue any shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

### **5 Reduction of capital**

The Company may by special resolution reduce its share capital, share premium account, capital redemption reserve or redenomination reserve in any way permitted by the Legislation.

### **6 Fractions arising on consolidation or subdivision**

- 6.1 Whenever as a result of a subdivision or consolidation of shares any members would become entitled to fractions of a share, the Directors may:
  - 6.1.1 sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Legislation, the Company);

- 6.1.2 distribute the net proceeds of sale in due proportion among those members; and
- 6.1.3 authorise any person to execute an instrument to transfer the shares to the purchaser or its nominee.
- 6.2 The transferee of the shares has no obligation to ensure that the purchase money is distributed in accordance with this Article 6.
- 6.3 The transferee's title to the shares shall not be affected by any irregularity in or invalidity of the sale proceedings.
- 6.4 Where any member's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that member's portion may, at the Directors' discretion, be distributed to an organisation which is a charity for the purposes of the law of England and Wales.

## 7 Capitalisation of profits and reserves

- 7.1 If so authorised by an ordinary resolution, the Directors may:
  - 7.1.1 capitalise any sum standing to the credit of any of the Company's reserve accounts (including any share premium account, capital redemption reserve or other undistributable reserve); and
  - 7.1.2 capitalise any sum standing to the credit of the profit and loss account that is not required for payment of any preferential dividend.
- 7.2 Unless the ordinary resolution passed in accordance with Article 7.1 states otherwise, the Directors shall set aside such capitalised sum:
  - 7.2.1 for the holders of shares ("**entitled members**"); and
  - 7.2.2 in proportion to the number of shares held by them on the date that the resolution is passed in accordance with Article 7.1 or such other date as set out in or calculated in accordance with such resolution, or in such other proportions as stated, or fixed as stated, in the resolution.
- 7.3 The Directors may apply such capitalised sum in paying up new shares (or, subject to any special rights previously conferred on any shares or class of shares, new shares of any other class). The Company shall then allot such shares credited as fully paid to the entitled members or as they may direct. For the purposes of this Article 7.3, unless the ordinary resolution passed in accordance with Article 7.1 provides otherwise, if the Company holds treasury shares on the date determined in accordance with Article 7.2.2:
  - 7.3.1 it shall be treated as an entitled member; and
  - 7.3.2 all shares held by it as treasury shares shall be included in determining the proportions in which the capitalised sum is set aside.
- 7.4 To the extent a capitalised sum is appropriated from profits available for distribution, it may also be applied:
  - 7.4.1 in or towards paying up any amounts unpaid on existing shares held by the entitled members; or
  - 7.4.2 in paying up new debentures of the Company which are then allotted credited as fully paid to the entitled members or as they may direct; or

7.4.3 in or as a combination of the two.

7.5 The Directors may:

7.5.1 make such provisions as they think fit for any fractional entitlements which might arise on a capitalisation (including to disregard fractional entitlements or for the benefit of them to accrue to the Company); and

7.5.2 authorise any person to enter into an agreement with the Company on behalf of all of the entitled members in relation to the issue of shares or debentures pursuant to this Article 7. Any agreement made under such authority shall be binding on the entitled members.

## 8 Only absolute interests recognised

Except as required by law and these Articles, the Company is not obliged to recognise any person as holding any share upon any trust nor any other right in respect of any share, except the holder's absolute right to the share and the rights attaching to it.

## Share Certificates

### 9 Issue of share certificates

9.1 The Company shall issue a share certificate to every person whose name is entered in the Register in respect of shares, except where the Legislation allows the Company not to issue a certificate.

9.2 Subject to Article 11, the Company shall issue share certificates without charge.

9.3 The Company shall issue certificates within the time limit prescribed by the Legislation or, if earlier, within any time limit specified in the terms of the shares or under which they were issued.

9.4 Where shares are held jointly by several persons, the Company is not required to issue more than one certificate in respect of those shares, and delivery of a certificate to one joint holder shall be sufficient delivery to them all.

9.5 Each certificate must be in respect of one class of shares only. If a member holds more than one class of shares, separate certificates must be issued to that member in respect of each class.

### 10 Form of share certificate

10.1 Every share certificate shall be executed by the Company by affixing the Seal or the Securities Seal (or, in the case of shares on a branch register, an official seal for use in the relevant territory) or otherwise in any manner permitted by the Legislation.

10.2 Every share certificate shall specify the number and class of shares to which it relates, the nominal value of those shares, the amount paid up on them and any distinguishing numbers assigned to them.

## **11 Replacement of share certificates**

- 11.1** A member who has separate certificates in respect of shares of one class may request in writing that it be replaced with a consolidated certificate. The Company may comply with such request at its discretion.
- 11.2** A member who has a consolidated share certificate may request in writing that it be replaced with two or more separate certificates representing the shares in such proportions as the member may specify. The Company may comply with such request at its discretion.
- 11.3** If a share certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, the member shall be issued a new certificate representing the same shares upon request.
- 11.4** No new certificate will be issued pursuant to this Article 11 unless the relevant member has:
- 11.4.1** first delivered the old certificate or certificates to the Company for cancellation; or
  - 11.4.2** complied with such conditions as to evidence and indemnity as the Directors may think fit; and
  - 11.4.3** paid such reasonable fee as the Directors may decide.
- 11.5** In the case of shares held jointly by several persons, any request pursuant to this Article 11 may be made by any one of the joint holders.

## **12 Consolidated and balance share certificates**

- 12.1** If a member's holding of shares of a particular class increases, the Company must issue that member with either:
- 12.1.1** a consolidated certificate in respect of all of the shares of that class held by that member; or
  - 12.1.2** a separate certificate in respect of only the number of shares of that class by which that member's holding has increased.
- 12.2** If some only of the shares comprised in a share certificate are transferred, or the member's holding of those shares is otherwise reduced, the Company shall issue a new certificate for the balance of such shares.
- 12.3** No new certificate will be issued pursuant to this Article 12 unless the relevant member has:
- 12.3.1** first delivered any old certificate or certificates that represent any of the same shares to the Company for cancellation; or
  - 12.3.2** complied with such conditions as to evidence and indemnity as the Directors may think fit; and paid such reasonable fee as the Directors may decide.

## **Calls on Shares**

### **13 Sums due on shares**

- 13.1** For the purposes of these Articles, any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of allotment of a share becomes



payable upon allotment, or at any fixed date, shall be deemed to be a call duly made and payable on the date on which it is payable.

- 13.2** In case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

#### **14 Power to differentiate between holders**

On the allotment of shares, the Directors may provide that the amount of calls to be paid on those shares and the times of payment are different for different holders of those shares.

#### **15 Calls**

- 15.1** Subject to the terms of allotment of the shares, the Directors may make a “call” by requiring a member to pay to the Company any money that is payable on the shares such member holds as at the date of the call.

- 15.2** A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

- 15.3** Notice of a call must be given to the relevant member and may specify the time or times and place where payment is required to be made.

- 15.4** A call may be made payable by instalments.

- 15.5** A member must pay to the Company the amount called on such member’s shares at the time or times and place specified, but is not required to do so until 14 days have passed since the notice of call was sent.

- 15.6** A call may be wholly or partly revoked or postponed at any time before payment of it is made, as the Directors may decide.

#### **16 Liability for calls**

- 16.1** The joint holders of a share shall be jointly and severally liable to pay all calls in respect of such share.

- 16.2** A person on whom a call is made remains liable for the call notwithstanding the subsequent transfer of the shares in respect of which the call was made.

#### **17 Interest on overdue amounts**

- 17.1** If a sum called in respect of a share is not paid by the time it is due for payment, the member from whom the sum is due shall pay interest on the sum from the time payment was due to the time of actual payment at such rate (not exceeding 15 per cent per annum) as the Directors decide.

- 17.2** The Directors may waive payment of such interest wholly or in part at their discretion.

#### **18 Payment of calls in advance**

- 18.1** Any member may pay to the Company all or any part of the amount (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the

shares held by such member. The Directors may accept or refuse such payment, as they think fit.

- 18.2** Any payment in advance of calls shall, to the extent of such payment, extinguish the liability upon the shares in respect of which it is made.
- 18.3** The Company may pay interest upon the money so received (until the same would, but for such advance, become payable) at such rate as the member paying such sum and the Directors may agree.

## **Forfeiture and Lien**

### **19 Notice on failure to pay a call**

- 19.1** If a member fails to pay in full any call or instalment of a call on or before the due date for payment, the Directors may at any time serve a notice in writing on such member requiring payment of:
- 19.1.1** so much of the call or instalment as is due but unpaid;
  - 19.1.2** any interest which may have accrued on the unpaid amount; and
  - 19.1.3** any expenses incurred by the Company by reason of such non-payment.
- 19.2** The notice shall state:
- 19.2.1** a date (not being less than seven days from the date of service of the notice) on or before which the payment is to be made;
  - 19.2.2** the place where the payment is to be made; and
  - 19.2.3** that, in the event of non-payment, the shares on which the call has been made will be liable to be forfeited.

### **20 Forfeiture for non-compliance**

- 20.1** If the requirements of any notice given pursuant to Article 19 are not complied with and all calls and interest and expenses due in respect of such share remain unpaid, any share in respect of which such notice has been given may be forfeited by a resolution of the Directors to that effect.
- 20.2** Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture.
- 20.3** The Directors may accept a surrender of any share liable to be forfeited pursuant to this Article 20.

### **21 Disposal of forfeited shares**

- 21.1** A share forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to any person (including the person who was, before such forfeiture or surrender, the holder of that share or entitled to it) on such terms and in such manner as the Directors shall think fit.
- 21.2** At any time before a sale, re-allotment or disposal, the forfeiture or surrender may be cancelled on such terms as the Directors think fit.

**21.3** The Directors may authorise any person to transfer a forfeited or surrendered share pursuant to this Article 21.

## **22 Holder to remain liable despite forfeiture**

**22.1** A person whose shares have been forfeited or surrendered shall:

**22.1.1** cease to be a member in respect of those shares;

**22.1.2** in the case of shares held in certificated form, surrender to the Company for cancellation the certificate for such shares; and

**22.1.3** remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were payable by such person to the Company in respect of the shares, together with interest on such sum at a rate of 15 per cent per annum (or such lower rate as the Directors may decide) from the date of forfeiture or surrender until the date of actual payment.

**22.2** The Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal. They may also waive payment in whole or in part.

## **23 Lien on partly-paid shares**

**23.1** The Company shall have a lien on every share that is not fully-paid for all moneys in respect of the share's nominal value, or any premium at which it was issued, that have not been paid to the Company and are payable immediately or at a fixed time in the future, whether or not a call has been made on such sums.

**23.2** The Company's lien over a share takes priority over the rights of any third party and extends to any dividends or other sums payable by the Company in respect of that share (including any sale proceeds if that share is sold by the Company pursuant to these Articles).

**23.3** The Directors may waive any lien which has arisen and may resolve that any share shall be exempt wholly or partially from the provisions of this Article 23 for such period as the Directors decide.

## **24 Sale of shares subject to lien**

**24.1** The Company may sell, in such manner as the Directors decide, any share in respect of which an enforcement notice has been given if that notice has not been complied with.

**24.2** An enforcement notice:

**24.2.1** may only be given if a sum in respect of which the lien exists is due and has not been paid;

**24.2.2** must specify the share concerned;

**24.2.3** must require payment of the sum due on a date not less than 14 days from the date of the notice;

**24.2.4** must be addressed to the holder of, or person entitled to, that share; and

- 24.2.5 must give notice of the Company's intention to sell the share if the notice is not complied with.
- 24.3 For the purpose of giving effect to any such sale, the Directors may authorise any person to transfer the shares sold to the purchaser or its nominee.
- 24.4 The net proceeds of such sale (after payment of the costs of the sale and of enforcing the lien) shall be applied:
- 24.4.1 first, in or towards payment or satisfaction of the amount in respect of which the lien exists, to the extent that amount was due on the date of the enforcement notice; and
- 24.4.2 secondly, to the person entitled to the shares immediately prior to the sale, provided that:
- (i) that person has first delivered the certificate or certificates in respect of the shares sold to the Company for cancellation or complied with such conditions as to evidence and indemnity as the Directors may think fit; and
- (ii) the Company shall have a lien over such proceeds (equivalent to that which existed upon the shares prior to the sale) in respect of sums which become or became due after the date of the enforcement notice in respect of the shares sold.
- 24.5 The transferee of the shares has no obligation to ensure that the purchase money is distributed in accordance with the Articles.
- 24.6 The transferee's title to the shares shall not be affected by any irregularity in or invalidity of the forfeiture, surrender or sale proceedings.

## 25 Evidence of forfeiture

A statutory declaration that the declarant is a Director or the Secretary and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. Subject to compliance with any other transfer formalities required by the Articles or by law, such declaration shall constitute good title to the share.

## Variation of Rights

### 26 Manner of variation of rights

- 26.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may be varied or abrogated:
- 26.1.1 with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class, excluding any shares held as treasury shares; or
- 26.1.2 with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class (but not otherwise),
- and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up.

- 26.2** The provisions of these Articles relating to General Meetings and to the proceedings at such meetings shall apply to separate meetings of a class of shareholders (with only such changes as are necessary), except that:
- 26.2.1** the necessary quorum at a separate meeting shall be two persons at least, holding or representing by proxy at least one-third in nominal value of the issued shares of the class;
  - 26.2.2** at any adjourned meeting, any holder of shares of the class present in person or by proxy shall be a quorum;
  - 26.2.3** any holder of shares of the class present in person or by proxy may demand a poll;
  - 26.2.4** every such holder shall on a poll have one vote for every share of the class held by the holder; and
  - 26.2.5** if a meeting is adjourned for any reason including a lack of quorum, the adjourned meeting may be held less than ten clear days after the original meeting, notwithstanding Article 40.2.
- 26.3** The provisions of this Article 26 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated form a separate class, the special rights of which are to be varied.

## **27 Matters not constituting variation of rights**

- 27.1** The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by their terms of issue, be deemed to be varied by:
- 27.1.1** the creation or issue of further shares ranking, as regards participation in the profits or assets of the Company, in some or all respects equally with them but in no respect in priority to them; or
  - 27.1.2** the purchase or redemption by the Company of any of its own shares.

## **Transfer of Shares**

### **28 Transfer of shares to Holding Company**

Any share may at any time be transferred to the Holding Company or to any subsidiary of the Holding Company.

### **29 Form of transfer**

- 29.1** All transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors.
- 29.2** The instrument of transfer shall be signed by or on behalf of the transferor and, if any of the shares are not fully-paid shares, by or on behalf of the transferee.
- 29.3** The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect of those shares.
- 29.4** All instruments of transfer which are registered may be retained by the Company.

### **30 Right to refuse registration**

In relation to any transfer of shares not pursuant to Article 28, the Directors may decline to register any transfer of shares in their absolute discretion.

### **31 No fee on registration**

No fee will be charged by the Company in respect of the registration of any transfer or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

### **32 Branch register**

If the Company transacts business in a country or territory referred to in Section 129 of the Companies Act 2006, it may arrange for a branch register of the members resident in that country or territory to be kept there.

## **Transmission of Shares**

### **33 Election by persons entitled by transmission**

**33.1** A person becoming entitled to a share by operation of law may either:

**33.1.1** be registered as holder of the share upon giving to the Company notice in writing to that effect; or

**33.1.2** transfer such share to some other person,

upon supplying to the Company such evidence as the Directors may reasonably require to show such person's title to the share.

**33.2** All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to any such notice or transfer as if the notice or transfer were a transfer made by the member registered as the holder of any such share.

### **34 Rights of persons entitled by transmission**

**34.1** A person becoming entitled to a share by operation of law:

**34.1.1** subject to Article 34.1.2, shall be entitled to the same dividends and other advantages as a registered holder of the share upon supplying to the Company such evidence as the Directors may reasonably require to show such person's title to the share; and

**34.1.2** shall not be entitled to exercise any right in respect of the share in relation to General Meetings until such person has been registered as a member in respect of the share.

**34.2** A person entitled to a share who has elected for that share to be transferred to some other person, pursuant to Article 33.1.2, shall cease to be entitled to any rights or advantages in relation to such share upon that other person being registered as the holder of that share.

**35 Prior notices binding**

If a notice is given to a member in respect of a share, a person entitled to that share is bound by the notice if it was given to the member before the name of the person entitled was entered into the Register.

**General Meetings**

**36 Annual General Meetings**

An Annual General Meeting shall be held in each period of six months beginning with the day following the Company's accounting reference date, at such place or places, date and time as may be decided by the Directors.

**37 Convening of General Meetings**

The Directors may, whenever they think fit, and shall on requisition in accordance with the Legislation, proceed to convene a General Meeting.

**Notice of General Meetings**

**38 Notice of General Meetings**

**38.1** Notices of General Meetings shall include all information required to be included by the Legislation.

**38.2** Notice shall be given to all members other than members who are not entitled to receive such notices from the Company under the provisions of these Articles. The Company may determine that only those persons entered on the Register at the close of business on a day decided by the Company, such day being no more than 21 days before the day that notice of the meeting is sent, shall be entitled to receive such a notice. If a member is added to the Register after the day determined by the Company under this Article 38.2, this shall not invalidate the service of the notice, nor entitle such member to receive notice of the meeting.

**Proceedings at General Meetings**

**39 Chairman**

The Chairman of the Directors shall preside as Chairman of any General Meeting at which he/she is present (as long as he/she is willing to do so). If he/she is not present or is unwilling, a Deputy Chairman, failing whom any Director present and willing to act and, if more than one, chosen by the Directors present at the meeting, shall preside as Chairman. If no Director is present within 10 minutes after the time appointed for holding the meeting and willing to act as Chairman, a member may be elected to be the Chairman by a resolution of the Company passed at the meeting.

**40 Requirement for Quorum**

**40.1** No business other than the appointment of a Chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business.

- 40.2** If within five minutes from the time appointed for a General Meeting (or such longer interval as the Chairman of the meeting may think fit to allow) a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day, time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the Directors may decide, provided that the adjourned meeting shall be held not less than ten clear days after the original General Meeting.

## **41 Adjournment**

- 41.1** The Chairman of any General Meeting at which a quorum is present may adjourn the meeting if:
- 41.1.1** the members consent to an adjournment by passing an ordinary resolution;
  - 41.1.2** the Chairman considers it necessary to restore order or to otherwise facilitate the proper conduct of the meeting; or
  - 41.1.3** the Chairman considers it necessary for the safety of the people attending the meeting (including if there is insufficient room at the meeting venue to accommodate everyone who wishes to, and is entitled to, attend).
- 41.2** The Chairman of any General Meeting at which a quorum is present must adjourn the meeting if requested to do so by the meeting.
- 41.3** If the Chairman adjourns a meeting, the Chairman may specify the time and place to which it is adjourned. Where a meeting is adjourned without specifying a new time and place, the time and place for the adjourned meeting shall be fixed by the Directors.
- 41.4** No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

## **42 Notice of adjourned meeting**

When a meeting is adjourned for 30 days or more or without specifying a new time, not less than seven days' notice of the adjourned meeting shall be given in accordance with Article 38 (making such alterations as necessary). Otherwise it shall not be necessary to give any such notice.

## **43 Amendments to resolutions**

- 43.1** A special resolution to be proposed at a General Meeting may be amended by ordinary resolution, provided that no amendment may be made other than a mere clerical amendment to correct a patent error.
- 43.2** An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution, provided that:
- 43.2.1** in the opinion of the Chairman of the meeting, the amendment is within the scope of the business of the meeting as described and does not impose further obligations on the Company; and
  - 43.2.2** notice of the proposed amendment is given to the Company by a person entitled to vote at the General Meeting in question at least 48 hours before the meeting or adjourned meeting (as the case may be).



**43.3** If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the Chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

#### **44 Satellite meeting places**

**44.1** To facilitate the organisation and administration of any General Meeting, the Directors may decide that the meeting shall be held at two or more locations.

**44.2** For the purposes of these Articles, any General Meeting taking place at two or more locations shall be treated as taking place where the Chairman of the meeting presides (the “**principal meeting place**”) and any other location where that meeting takes place is referred to in these Articles as a “**satellite meeting**”.

**44.3** A member present in person or by proxy at a satellite meeting may be counted in the quorum and may exercise all rights that they would have been able to exercise if they were present at the principal meeting place.

**44.4** The Directors may make and change from time to time such arrangements as they shall in their absolute discretion consider appropriate to:

**44.4.1** ensure that all members and proxies for members wishing to attend the meeting can do so;

**44.4.2** ensure that all persons attending the meeting are able to participate in the business of the meeting and to see and hear anyone else addressing the meeting;

**44.4.3** ensure the safety of persons attending the meeting and the orderly conduct of the meeting; and

**44.4.4** restrict the number of members and proxies at any one location to such number as can safely and conveniently be accommodated there.

**44.5** The entitlement of any member or proxy to attend a satellite meeting shall be subject to any such arrangements then in force and stated by the notice of meeting or adjourned meeting to apply to the meeting.

**44.6** If there is a failure of communication equipment or any other failure in the arrangements for participation in the meeting at more than one place, the Chairman may adjourn the meeting in accordance with Article 41.1.2. Such an adjournment will not affect the validity of such meeting, or any business conducted at such meeting up to the point of adjournment, or any action taken pursuant to such meeting.

**44.7** A person (a “**satellite chairman**”) appointed by the Directors shall preside at each satellite meeting. Every satellite chairman shall carry out all requests made of the satellite chairman by the Chairman of the General Meeting, may take such action as the satellite chairman thinks necessary to maintain the proper and orderly conduct of the satellite meeting, and shall have all powers necessary or desirable for such purposes.

### **Polls**

#### **45 Demand for poll**

**45.1** At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded (either before the resolution is put to the vote on

a show of hands or immediately after the declaration of the result of the show of hands on that resolution) by:

- 45.1.1 the Chairman of the meeting;
- 45.1.2 not less than five members present in person or by proxy and entitled to vote;
- 45.1.3 a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting (excluding the rights attaching to any shares held as treasury shares); or
- 45.1.4 a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right (excluding any such shares held as treasury shares).

45.2 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairman. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

#### **46 Procedure on a poll**

- 46.1 A poll shall be taken in such manner (including by use of ballot or voting papers or electronic means, or any combination of means) as the Chairman of the meeting may direct.
- 46.2 The Chairman of the meeting may appoint scrutineers (who need not be members) and may decide how and when the result of the poll is to be declared.
- 46.3 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 46.4 On a poll, votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his/her votes or cast all the votes he/she uses in the same way.

#### **47 Timing of poll**

- 47.1 A poll demanded on the choice of a Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the Chairman may direct.
- 47.2 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.
- 47.3 The demand for a poll shall not prevent the meeting from continuing for the purpose of any business other than the question on which the poll has been demanded.

## Votes of Members

### 48 Votes attaching to shares

**48.1** Subject to any special rights or restrictions as to voting attached by or in accordance with these Articles to any shares or any class of shares:

**48.1.1** on a show of hands, every member who is present in person and, subject to Article 48.1.2, every proxy present who has been duly appointed shall have one vote;

**48.1.2** on a show of hands, a proxy has one vote for and one vote against the resolution if the proxy has been duly appointed by more than one member entitled to vote on the resolution, and the proxy has been instructed:

(i) by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or

(ii) by one or more of those members to vote either for or against the resolution and by one or more other of those members to use his/her discretion as to how to vote; and

**48.1.3** on a poll, every member who is present in person or by proxy shall have one vote for every share of which such member is the holder.

**48.2** A proxy shall not be entitled to vote on a show of hands or on a poll where the member appointing the proxy would not have been entitled to vote on the resolution had such member been present in person.

### 49 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 appear in the Register in respect of the share.

### 50 Validity and result of vote

**50.1** No objection shall be raised as to the qualification of any voter or the admissibility of any vote except at the meeting or adjourned meeting at which the vote is tendered. Every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

**50.2** On a vote on a resolution at a meeting on a show of hands, a declaration by the Chairman that the resolution:

**50.2.1** has or has not been passed; or

**50.2.2** has been passed with a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with the Companies Acts is also conclusive evidence of that fact without such proof. This Article 50 does not have effect if a poll is demanded in respect of the resolution (and the demand is not subsequently withdrawn).

## **Proxies and Corporate Representatives**

### **51 Appointment of proxies**

**51.1** A member is entitled to appoint a proxy to exercise all or any of such member's rights to attend and to speak and vote at a General Meeting.

**51.2** A proxy need not be a member of the Company.

### **52 Multiple proxies**

A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such member.

### **53 Form of proxy**

**53.1** The appointment of a proxy must be in writing in any usual or common form or in any other form which the Directors may approve and, in the case of a corporation, must be either given under its common seal or be signed on its behalf by an attorney or a duly authorised officer of the corporation or authenticated in accordance with Article 101.

**53.2** Any signature on or authentication of such appointment need not be witnessed. Where an appointment of a proxy is signed or authenticated in accordance with Article 101 on behalf of the appointor by an attorney, the Company may treat that appointment as invalid unless the power of attorney or a notarially certified copy of the power of attorney is submitted to the Company.

### **54 Rights of proxy**

Subject to the Legislation, a proxy shall have the right to exercise all or any of the rights of the proxy's appointor, or (where more than one proxy is appointed by a member) all or any of the rights attached to the shares in respect of which such person is appointed the proxy to attend, and to speak and vote, at a General Meeting.

### **55 Corporations acting by representatives**

Subject to the Legislation, any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative or representatives at any General Meeting.

## **Directors**

### **56 Number of Directors**

The Directors shall not be less than two in number, save that the Company may by ordinary resolution from time to time vary the minimum number and/or maximum number of Directors.

**57 Share qualification**

A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at General Meetings.

**58 Directors' fees**

The ordinary remuneration of the Directors shall from time to time be determined by the Directors and such ordinary remuneration shall (unless otherwise provided by ordinary resolution) be divisible among the Directors as they may agree or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to remuneration in proportion to the period during which such Director has held office.

**59 Other remuneration of Directors**

Any Director who holds any executive office (including for this purpose, the office of Chairman or Deputy Chairman whether or not such office is held in an executive capacity), or who serves on any committee of the Directors, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the Directors may determine.

**60 Directors' expenses**

The Directors may repay to any Director all such reasonable expenses as that Director may incur in attending and returning from meetings of the Directors or of any committee of the Directors or General Meetings or separate meetings of any class of members or debentures or otherwise in connection with the business of the Company.

**61 Directors' pensions and other benefits**

The Directors shall have power to pay and agree to pay a Director's remuneration. A Director's remuneration may include the payment of gratuities, allowances, pensions or other retirement, superannuation, death, sickness or disability benefits to, or to any person in respect of, that Director.

**62 Appointment of executive Directors and Chairman**

**62.1** The Directors may from time to time appoint one or more of them to be the holder of any executive office (or, where considered appropriate, the office of Chairman or Deputy Chairman) on such terms and for such period as they may (subject to the provisions of the Legislation) resolve and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment.

**62.2** The appointment of any Director to the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director shall automatically terminate if such Director ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between such Director and the Company.

**62.3** The appointment of any Director to any other executive office shall not automatically terminate if such Director ceases to be a Director for any reason, unless the contract or

resolution under which such Director holds office shall expressly state otherwise, in which event such termination shall be without prejudice to any claim for damages for breach of any contract of service between such Director and the Company.

### **63 Powers of executive Directors**

The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers. They may from time to time revoke, withdraw, alter or vary all or any of such delegated powers.

## **Appointment and Termination of Directors**

### **64 Election or appointment of additional Director**

The Company may by ordinary resolution elect, and the Directors shall have power at any time to appoint, any person to be a Director either to fill a casual vacancy or as an additional Director, but not so that the total number of Directors shall exceed the maximum number fixed by or in accordance with these Articles.

### **65 Termination of office**

**65.1** The office of a Director is terminated if:

- 65.1.1** the Director becomes prohibited by law from acting as a Director or ceases to be a Director by virtue of any provision of the Companies Act 2006;
- 65.1.2** the Company has received notice of the Director's resignation or retirement from office and such resignation or retirement from office has taken effect in accordance with its terms;
- 65.1.3** the Director has a bankruptcy order made against him/her, compounds with his/her creditors generally or applies to the court for an interim order under Section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act, or any analogous event occurs in relation to the Director in another country;
- 65.1.4** an order is made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for the Director's detention or for the appointment of another person (by whatever name called) to exercise powers with respect to the Director's property or affairs;
- 65.1.5** the Director is absent from meetings of the Directors for six months without permission and the Directors have resolved that the Director's office be vacated;
- 65.1.6** notice of termination is served or deemed served on the Director and that notice is given by not less than three-quarters of the Directors for the time being; or
- 65.1.7** in the case of a Director other than the Chairman and any director holding an executive office, the Directors resolve to require the Director to resign and the Director fails to do so within 30 days of notification of such resolution being served or deemed served on the Director.

**65.2** If a Director holds an appointment to an executive office which automatically terminates on termination of the Director's office as Director, the Director's removal from office pursuant to this Article 65 shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between the Director and the Company.

**66 Removal of Director by resolution of the Company**

In accordance with and subject to the provisions of the Legislation, the Company may remove any Director from office by ordinary resolution of which special notice has been given and elect another person in place of a Director so removed from office. Such removal may take place notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but shall be without prejudice to any claim the Director may have for damages for breach of any such agreement.

**67 Appointment, removal and restriction of power of Directors by the Holding Company**

**67.1** The Holding Company may at any time and from time to time appoint any person to be a Director or remove from office any Director however appointed, but so that the removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between the relevant Director and the Company.

**67.2** Any or all powers of the Directors shall be restricted in the way and to the extent that the Holding Company may by notice to the Company from time to time subscribe.

**67.3** Any appointment, removal or consent shall be in writing served on the Company and signed on behalf of the Holding Company.

**68 Inconsistency with Articles**

Where there is any inconsistency between any other provision in these Articles and Article 67, Article 67 shall apply to the extent of any inconsistency.

**Meetings and Proceedings of Directors**

**69 Convening of meetings of Directors**

**69.1** Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. At any time any Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors by giving notice to the other Directors. Notice need not be in writing and may be sent to any address provided by the Director.

**69.2** Any Director may waive notice of any meeting and any such waiver may be retroactive.

**69.3** The Directors shall be deemed to meet together if they are in separate locations, but are linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other, and a quorum in that event shall be two Directors so linked (or such other number fixed from time to time by the Directors). Such a

meeting shall be deemed to take place where the largest group of Directors participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

## **70 Quorum**

The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

## **71 Chairman**

**71.1** The Directors may elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairmen) and decide the period for which each is to hold office. If no Chairman or Deputy Chairman has been appointed or if at any meeting of the Directors no Chairman or Deputy Chairman is present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.

**71.2** If at any time there is more than one Deputy Chairman, the right, in the absence of the Chairman, to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.

## **72 Casting vote**

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

## **73 Number of Directors below minimum**

If and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may act for the purpose of appointing such number of additional Directors as is required to meet the minimum or of summoning General Meetings, but not for any other purpose. If no Directors or Director is able or willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

## **74 Directors' written resolutions**

**74.1** Any Director may, and the Secretary at the request of a Director shall, propose a written resolution by giving written notice to the other Directors.

**74.2** A Directors' written resolution is adopted when all the Directors who would have been entitled to vote on such resolution if it had been proposed at a meeting of the Directors have:

**74.2.1** signed one or more copies of it; or

**74.2.2** otherwise indicated their agreement to it in writing.

**74.3** A Directors' written resolution is not adopted if the number of Directors who have signed it is less than the quorum for Directors' meetings.



**74.4** Once a Directors' written resolution has been adopted, it must be treated as if it had been a resolution passed at a Directors' meeting in accordance with the Articles.

## **75 Validity of proceedings**

All acts done by any meeting of Directors, or of any committee or sub-committee of the Directors, or by any person acting as a member of any such committee or sub-committee, shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in the appointment of any Director or any such persons, or that any such persons were disqualified or had vacated office, or were not entitled to vote.

## **Directors' Interests**

### **76 Authorisation of Directors' interests**

**76.1** For the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director to avoid a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

**76.2** Authorisation of a matter under this Article 76 shall be effective only if:

**76.2.1** the matter in question shall have been proposed in writing for consideration at a meeting of the Directors, in accordance with the Board's normal procedures or in such other manner as the Directors may resolve;

**76.2.2** any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together, the "**Interested Directors**"); and

**76.2.3** the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

**76.3** Any authorisation of a matter under this Article 76 may:

**76.3.1** extend to any actual or potential conflict of interest which may arise out of the matter so authorised;

**76.3.2** be subject to such conditions or limitations as the Directors may resolve, whether at the time such authorisation is given or subsequently; and

**76.3.3** be terminated by the Directors at any time;

and a Director shall comply with any obligations imposed on the Director by the Directors pursuant to any such authorisation.

**76.4** A Director shall not, save as otherwise agreed by such Director, be accountable to the Company for any benefit which the Director (or a person connected with the Director) derives from any matter authorised by the Directors under this Article 76 and any contract, transaction or arrangement relating to such a matter shall not be liable to be avoided on the grounds of any such benefit.

## **77 Permitted interests**

**77.1** Subject to compliance with Article 77.2, a Director, notwithstanding such Director's office, may have an interest of the following kind:

**77.1.1** where a Director (or a person connected with the Director) is a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company;

**77.1.2** where a Director (or a person connected with the Director) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Relevant Company, or in which the Company is otherwise interested;

**77.1.3** where the Director (or a person connected with the Director) acts (or any firm of which the Director is a partner, employee or member acts) in a professional capacity for any Relevant Company (other than as Auditor) whether or not the Director or it is remunerated for such work;

**77.1.4** where a Director is or becomes a director or officer of any other body corporate in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of the Director's appointment as director or officer of that other body corporate;

**77.1.5** where a Director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

**77.1.6** where a Director has an interest, or a transaction or arrangement giving rise to an interest, of which the Director is not aware; or

**77.1.7** where a Director has any other interest authorised by ordinary resolution.

No authorisation under Article 76 shall be necessary in respect of any such interest.

**77.2** A Director shall declare the nature and extent of any interest permitted under Article 77.1, and not falling with Article 77.3, at a meeting of the Directors or in such other manner as the Directors may resolve.

**77.3** No declaration of an interest shall be required by a Director in relation to an interest:

**77.3.1** falling within Article 77.1.5 or Article 77.1.6;

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

**77.3.3** if, or to the extent that, it concerns the terms of the Director's service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

**77.4** A Director shall not, save as otherwise agreed by the Director, be accountable to the Company for any benefit which the Director (or a person connected with the Director) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Relevant Company or for such remuneration, each as referred to in Article 77.1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

**77.5** For the purposes of this Article 77, “**Relevant Company**” shall mean:

**77.5.1** the Company;

**77.5.2** a subsidiary undertaking of the Company;

**77.5.3** any parent undertaking of the Company or a subsidiary undertaking of any such parent undertaking;

**77.5.4** any body corporate promoted by the Company; or

**77.5.5** any body corporate in which the Company is otherwise interested.

## **78 Restrictions on quorum and voting**

**78.1** Save as provided in this Article 78, and whether or not the interest is one which is authorised pursuant to Article 76 or permitted under Article 77, a Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which the Director (or a person connected with the Director) is interested. Any vote of a Director in respect of a matter where the Director is not entitled to vote shall be disregarded.

**78.2** A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which the Director is not entitled to vote.

**78.3** Subject to the provisions of the Legislation, a Director shall (in the absence of some other interest than is set out below) be entitled to vote, and be counted in the quorum, in respect of any resolution concerning any contract, transaction or arrangement, or any other proposal:

**78.3.1** in which the Director has an interest of which the Director is not aware;

**78.3.2** in which the Director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

**78.3.3** in which the Director has an interest only by virtue of interests in shares, debentures or other securities of the Company, or by reason of any other interest in or through the Company;

**78.3.4** which involves the giving of any security, guarantee or indemnity to the Director or any other person in respect of (i) money lent or obligations incurred 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 or (ii) a debt or other 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;

**78.3.5** concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings (i) in which offer the Director is or may be entitled to participate as a holder of securities or (ii) in the underwriting or sub-underwriting of which the Director is to participate;

**78.3.6** concerning any other body corporate in which the Director is interested, directly or indirectly and whether as an officer, shareholder, creditor, employee or otherwise, provided that the Director (together with persons connected with the Director) is not the holder of, or beneficially interested in, one per cent or more of the issued equity

share capital of any class of such body corporate or of the voting rights available to members of the relevant body corporate;

**78.3.7** relating to an arrangement for the benefit of the employees or former employees of the Company or any of its subsidiary undertakings which does not award the Director any privilege or benefit not generally awarded to the employees or former employees to whom such arrangement relates;

**78.3.8** concerning the purchase or maintenance by the Company of insurance for any liability for the benefit of Directors or for the benefit of persons who include Directors;

**78.3.9** concerning the giving of indemnities in favour of Directors;

**78.3.10** concerning the funding of expenditure by any Director or Directors (i) on defending criminal, civil or regulatory proceedings or action against the Director or them, (ii) in connection with an application to the court for relief, or (iii) on defending the Director or them in any regulatory investigations;

**78.3.11** concerning the doing of anything to enable any Director or Directors to avoid incurring expenditure as described in Article 78.3.10; and

**78.3.12** in respect of which the Director's interest, or the interest of Directors generally, has been authorised by ordinary resolution.

**78.4** Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately. In such case, each of the Directors concerned (if not debarred from voting under Article 78.1) shall be entitled to vote, and be counted in the quorum, in respect of each resolution, except that concerning the Director's own appointment or the fixing or variation of the terms of the Director's own appointment.

**78.5** If a question arises at any time as to whether any interest of a Director prevents the Director from voting, or being counted in the quorum, under this Article 78, and such question is not resolved by the Director voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and the Chairman's ruling in relation to any Director other than the Chairman shall be final and conclusive, except in a case where the nature or extent of the interest of such Director has not been fairly disclosed. If any such question shall arise in respect of the Chairman of the meeting, the question shall be decided by resolution of the Directors and the resolution shall be conclusive, except in a case where the nature or extent of the interest of the Chairman of the meeting (so far as it is known to the Chairman) has not been fairly disclosed to the Directors.

## **79 Confidential information**

**79.1** Subject to Article 79.2, if a Director, otherwise than by virtue of the Director's position as Director, receives information in respect of which the Director owes a duty of confidentiality to a person other than the Company, the Director shall not be required to:

**79.1.1** disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company; or

79.1.2 otherwise use or apply such confidential information for the purpose of or in connection with the performance of the Director's duties as a Director.

79.2 Where such duty of confidentiality arises out of a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 79.1 shall apply only if the conflict arises out of a matter which has been authorised under Article 76 or falls within Article 77.

79.3 This Article 79 is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 79.

## **80 Directors' interests - general**

80.1 For the purposes of Article 76 to this Article 80, a person is connected with a Director if that person is connected for the purposes of Section 252 of the Companies Act 2006.

80.2 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors, take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including:

80.2.1 not attending any meetings of the Directors at which the relevant situation or matter falls to be considered; and

80.2.2 not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for the Director concerned to have access to such documents or information.

80.3 The Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Article 76 to this Article 80.

## **Powers of Directors**

### **81 General powers**

The Directors shall manage the business and affairs of the Company and may exercise all powers of the Company other than those that are required by the Legislation or by these Articles to be exercised by the Company in General Meeting.

### **82 Provision for employees on cessation or transfer of business**

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

### **83 Bank mandates**

The Directors may by resolution authorise such person or persons as they think fit to act as signatories to any bank account of the Company and may amend or remove such authorisation from time to time by resolution.

## **Delegation of Powers**

### **84 Appointment and constitution of committees**

**84.1** The Directors may delegate any of their powers or discretions (including all powers and discretions whose exercise involves or may involve the payment of remuneration to, or the conferring of any other benefit on, all or any of the Directors) to such person (who need not be a Director) or committee (comprising any number of persons, who need not be Directors) and in such manner as they think fit. Any such delegation may be either collaterally with or to the exclusion of their own powers and the Directors may revoke or alter the terms of any such delegation. Any such person or committee shall, unless the Directors otherwise resolve, have power to sub-delegate any of the powers or discretions delegated to them.

**84.2** Any reference in these Articles to the exercise of a power or discretion by the Directors shall include a reference to the exercise of such power or discretion by any person or committee to whom it has been delegated.

**84.3** The Directors may make regulations in relation to the proceedings of committees or sub-committees. Subject to any such regulations, the meetings and proceedings of any committee or sub-committee consisting of two or more persons shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors (with such amendments as are necessary).

### **85 Local boards and managers**

**85.1** The Directors may establish any local boards or appoint managers or agents to manage any of the affairs of the Company, either in the United Kingdom or elsewhere, and may:

**85.1.1** appoint any persons to be managers or agents or members of such local boards, and may fix their remuneration;

**85.1.2** delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate;

**85.1.3** remove any person so appointed, and may annul or vary any such delegation; and

**85.1.4** authorise the members of any local boards, or any of them, to fill any vacancies on such boards, and to act notwithstanding vacancies.

**85.2** Any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit.

### **86 Appointment of attorney**

**86.1** The Directors may from time to time and at any time appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such

powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit.

- 86.2** Any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit.
- 86.3** The Directors may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in the attorney.

### **Secretary**

#### **87 Secretary**

The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between the Secretary and the Company. If thought fit, two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time, on such terms as they may think fit, one or more Deputy and/or Assistant Secretaries.

### **The Seal**

#### **88 The Seal**

- 88.1** The Directors shall provide for the safe custody of the Seal and any Securities Seal and neither shall be used without the authority of the Directors or of a committee authorised by the Directors in that behalf. The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued.
- 88.2** Every instrument to which the Seal or the Securities Seal shall be affixed (other than a certificate for or evidencing shares, debentures or other securities (including options) issued by the Company) shall be signed autographically by:
- 88.2.1** one Director and the Secretary;
  - 88.2.2** one Director in the presence of a witness;
  - 88.2.3** two Directors; or
  - 88.2.4** any person or persons authorised by a resolution of the Directors or of a committee duly authorised in that behalf.
- 88.3** The Company may exercise the powers conferred by the Legislation with regard to having an official seal for use abroad and such powers shall be vested in the Directors.
- 88.4** Any instrument signed by:
- 88.4.1** one Director and the Secretary; or
  - 88.4.2** two Directors; or
  - 88.4.3** a Director in the presence of a witness who attests the signature,
- and expressed to be executed by the Company shall have the same effect as if executed under the Seal.

## Authentication of Documents

### 89 Authentication of documents

**89.1** Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate:

**89.1.1** any document affecting the constitution of the Company;

**89.1.2** any resolution passed at a General Meeting or at a meeting of the Directors or any committee; and

**89.1.3** any book, record, document or account relating to the business of the Company, and to certify copies or extracts as true copies or extracts.

**89.2** Where any book, record, document or account is elsewhere than at the Office, the local manager or other officer of the Company having the custody of it shall be deemed to be a person appointed by the Directors for the purpose of Article 89.1.

**89.3** A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

## Dividends

### 90 Declaration of final dividends

**90.1** The Company may by ordinary resolution declare final dividends.

**90.2** No dividend shall be declared unless it has been recommended by the Directors and does not exceed the amount recommended by the Directors.

### 91 Fixed and interim dividends

**91.1** If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may:

**91.1.1** pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the dates prescribed for the payment of such dividends; and

**91.1.2** pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit.

**91.2** Provided the Directors act in good faith, they shall not incur any liability to the holders of any shares for any loss they may suffer by the lawful payment of any fixed or interim dividend on any other class of shares having rights ranking after or equal with those shares.



## **92 Distribution *in specie***

- 92.1** Without prejudice to Article 90, the Company may by ordinary resolution direct payment of a dividend in whole or in part by the transfer of specific assets, or by procuring the receipt by shareholders of specific assets, of equivalent value (including paid-up shares or debentures of any other company) and the Directors shall give effect to such resolution.
- 92.2** Where any difficulty arises with regard to such distribution, the Directors may make such arrangements as they think fit, including:
- 92.2.1** issuing fractional certificates;
  - 92.2.2** fixing the value of any of the assets to be transferred;
  - 92.2.3** paying cash to any member on the basis of the value fixed for the assets in order to adjust the rights of members; and
  - 92.2.4** vesting any assets in trustees.

## **93 Ranking of shares for dividend**

- 93.1** Unless and to the extent that the rights attached to any shares or the terms of issue of those shares provide otherwise, all dividends shall be:
- 93.1.1** declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
  - 93.1.2** apportioned and paid proportionately to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 93.2** If the terms of issue of a share provide that it ranks for dividends as from a particular date, then that share will rank for dividends as from that date.
- 93.3** For the purposes of this Article 93, no amount paid on a share in advance of the date on which such payment is due shall be treated as paid on the share.

## **94 Manner of payment of dividends**

- 94.1** Any dividend or other sum payable on or in respect of a share shall be paid to:
- 94.1.1** the holder of that share;
  - 94.1.2** if the share is held by more than one person, whichever of the joint holders' names appears first in the Register;
  - 94.1.3** if the member is no longer entitled to the share, the person or persons entitled to it; or
  - 94.1.4** such other person or persons as the member (or, in the case of joint holders of a share, all of them) may direct,
- and such person shall be the “**payee**” for the purpose of this Article 94.
- 94.2** Such dividend or other sum may be paid:
- 94.2.1** by cheque sent by post to the payee or, where there is more than one payee, to any one of them at the address shown in the Register or such address as that person notifies the Company in writing;

94.2.2 by bank transfer to such account as the payee or payees shall in writing direct;

94.2.3 by such other method of payment as the payee or payees and the Directors may agree.

94.3 Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other sum payable on or in respect of a share may be paid in such currency as the Directors may resolve, using such exchange rate for currency conversions as the Directors may select.

## 95 Record date for dividends

95.1 Any resolution for the declaration or payment of a dividend on shares of any class may specify that the dividend shall be payable to the persons registered as the holders of such shares at a specified time on a particular date (the "**Record Date**").

95.2 If no Record Date is specified then, unless the terms of issue of the shares in question provide otherwise, the dividend shall be paid by reference to each member's holding of shares at close of business on the date of the ordinary resolution (in the case of a final dividend) or board resolution (in the case of an interim dividend) approving the payment of that dividend.

95.3 The Record Date may be a date prior to that on which the resolution is passed.

## 96 No interest on dividends

The Company shall not pay interest on any dividend or other sum payable on or in respect of a share unless the terms of issue of that share or the provisions of any agreement between the Company and the holder of that share provide otherwise.

## 97 Retention of dividends

97.1 The Directors may retain all or part of any dividend or other sum payable on or in respect of a share on which the Company has a lien in respect of which the Directors are entitled to issue an enforcement notice.

97.2 The Company shall apply any amounts retained pursuant to Article 97.1 in or towards satisfaction of the moneys payable to the Company in respect of that share.

97.3 The Company shall notify the person otherwise entitled to payment of the sum that it has been retained and how the retained sum has been applied.

97.4 The Directors may retain the dividends payable upon shares:

97.4.1 in respect of which any person is entitled to become a member pursuant to Article 33 until such person shall become a member in respect of such shares; or

97.4.2 which any person is entitled to transfer pursuant to Article 33 until such person has transferred those shares.

## 98 Waiver of dividend

A shareholder or other person entitled to a dividend may waive it in whole or in part. The waiver of any dividend shall be effective only if such waiver is in writing and signed or

authenticated in accordance with Article 101 by the shareholder or the person entitled to the dividend and delivered to the Company.

## **Accounts**

### **99 Accounting records**

Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Legislation shall be kept at the Office, or at such other place as the Directors think fit. No person shall have any right simply by virtue of being a member to inspect any account or book or document of the Company except as conferred by the Legislation or ordered by a court of competent jurisdiction or authorised by the Directors.

## **Communications with Members**

### **100 Service of notices**

**100.1** The Company may, subject to and in accordance with the Legislation and these Articles, send or supply all types of notices, documents or information to members by electronic means and/or by making such notices, documents or information available on a website.

**100.2** The Company Communications Provisions have effect, subject to the provisions of Articles 100 to 102, for the purposes of any provision of the Companies Acts or these Articles that authorises or requires notices, documents or information to be sent or supplied by or to the Company.

**100.3** Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed, shall be deemed to have been received by the intended recipient at the expiration of 24 hours after the time it was posted (or 48 hours where first class mail or an equivalent service is not employed for members with a registered address in the UK). In proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted.

**100.4** Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient 24 hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed.

**100.5** Any notice, document or information which is sent or supplied by the Company by means of a website shall be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

**100.6** An accidental failure to send or subsequent late sending of, or non-receipt by any person entitled to, any notice of, or other document or information relating to, any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

**100.7** The provisions of this Article 100 shall have effect in place of the Company Communications Provisions relating to deemed delivery of notices, documents or information.

## **101 Signature or authentication of documents sent by electronic means**

Where these Articles require a notice or other document to be signed or authenticated by a member or other person, then any notice or other document sent or supplied in electronic form is sufficiently authenticated in any manner authorised by the Company Communications Provisions or in such other manner as may be approved by the Directors. The Directors may designate mechanisms for validating any such notice or other document, and any such notice or other document not so validated by use of such mechanisms shall be deemed not to have been received by the Company.

## **102 Statutory provisions as to notices**

Nothing in any of Article 100 and Article 101 shall affect any provision of the Legislation that requires or permits any particular notice, document or information to be sent or supplied in any particular manner.

### **Winding-up**

## **103 Directors' power to petition**

The Directors shall have power in the name and on behalf of the Company to present a petition to the Court for the Company to be wound up.

### **Destruction of Documents**

## **104 Destruction of documents**

### **104.1** The Company may destroy:

**104.1.1** all instruments of transfer or other documents which have been registered or on the basis of which registration was made at any time after the expiration of six years from the date of registration;

**104.1.2** all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording of them;

**104.1.3** all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation; and

**104.1.4** all proxy appointments from one year after the end of the meeting to which the appointment relates.

### **104.2** It shall conclusively be presumed in favour of the Company that:

**104.2.1** every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;

**104.2.2** every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;

**104.2.3** every share certificate so destroyed was a valid and effective certificate duly and properly cancelled; and

**104.2.4** every other document mentioned in this Article 104 so destroyed was a valid and effective document in accordance with the recorded particulars in the books or records of the Company.

**104.3** The provisions of this Article 104:

**104.3.1** shall apply only to the destruction of a document in good faith and without notice of any claim to which the document might be relevant; and

**104.3.2** shall not be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than provided by this Article 104 or in any other circumstances, which would not attach to the Company in the absence of this Article 104.

**104.4** Any document referred to in this Article 104 may, subject to the Legislation, be destroyed before the end of the relevant period so long as a copy of such document (whether made electronically or by any other means) has been made and is retained until the end of the relevant period.

**104.5** References in this Article 104 to the destruction of any document include references to its disposal in any manner.

## **Directors' Liabilities**

### **105 Indemnity**

**105.1** So far as may be permitted by the Legislation, every Relevant Officer may/shall be indemnified by the Company out of its own funds against:

**105.1.1** any liability incurred by or attaching to the Relevant Officer in connection with any negligence, default, breach of duty or breach of trust by the Relevant Officer in relation to the Company or any Associated Company of the Company other than:

- (i) any liability to the Company or any Associated Company; and
- (ii) any liability of the kind referred to in Section 234(3) of the Companies Act 2006; and

**105.1.2** any other liability incurred by or attaching to the Relevant Officer in relation to or in connection with the Relevant Officer's duties, powers or office, including in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme.

**105.2** Where a Relevant Officer is indemnified against any liability in accordance with this Article 105, such indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by the Relevant Officer in relation thereto.

**105.3** In this Article 105:

**105.3.1** "**Associated Company**" shall have the same meaning as in Section 256 of the Companies Act 2006; and

**105.3.2** "**Relevant Officer**" means a Director, former Director or Secretary of the Company or of an Associated Company of the Company.

## **106 Insurance**

**106.1** Without prejudice to Article 105, the Directors shall have power to purchase and maintain insurance for or for the benefit of:

**106.1.1** any person who is or was at any time a Director or Secretary of any Relevant Company (as defined in Article 106.2); or

**106.1.2** any person who is or was at any time a trustee of any pension fund or employees' share scheme in which employees of any Relevant Company are interested,

including insurance against any liability (including all costs, charges, losses and expenses in relation to such liability) incurred by or attaching to such person in relation to such person's duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme.

**106.2** For the purpose of Article 106.1, "**Relevant Company**" shall mean:

**106.2.1** the Company;

**106.2.2** any parent undertaking of the Company;

**106.2.3** any other body, whether or not incorporated, in which the Company or such parent undertaking or any of the predecessors of the Company or of such parent undertaking has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company; or

**106.2.4** any subsidiary undertaking of the Company or of such other body.

## **107 Defence expenditure**

**107.1** So far as may be permitted by the Legislation, the Company may:

**107.1.1** provide a Relevant Officer with funds to meet expenditure incurred or to be incurred by the Relevant Officer:

(i) in defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by the Relevant Officer in relation to the Company or an Associated Company of the Company; or

(ii) in connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006; and

**107.1.2** do anything to enable any such Relevant Officer to avoid incurring such expenditure.

**107.2** The terms set out in Section 205(2) of the Companies Act 2006 shall apply to any provision of funds or other things done under Article 107.1.

**107.3** So far as may be permitted by the Legislation, the Company:

**107.3.1** may provide a Relevant Officer with funds to meet expenditure incurred or to be incurred by the Relevant Officer in defending himself/herself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by the Relevant Officer in relation to the Company or any Associated Company of the Company; and

107.3.2 may do anything to enable any such Relevant Officer to avoid incurring such expenditure.

107.4 In this Article 107:

107.4.1 "**Associated Company**" shall have the same meaning as in Section 256 of the Companies Act 2006; and

107.4.2 "**Relevant Officer**" means a Director, former Director or Secretary of the Company or of an Associated Company of the Company.

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