

COMPANY NUMBER: []

ARTICLES OF ASSOCIATION

OF

SIGBI TRADING LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1 In these articles, unless the context requires otherwise:

appointor	has the meaning given in article 7 ;
bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
call	has the meaning given in article 25 ;
call notice	has the meaning given in article 25 ;
call payment date	has the meaning given in article 28 ;
capitalised sum	has the meaning given in article 50 ;
chairman	has the meaning given in article 14 ;
chairman of the general meeting	has the meaning given in article 53 ;
Companies Acts	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
Company's lien	has the meaning given in article 23 ;
director	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
distribution recipient	has the meaning given in article 45 ;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in section 1168 of the Companies Act 2006;

fully paid	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;
hard copy form	has the meaning given in section 1168 of the Companies Act 2006;
holder	in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
ordinary resolution	has the meaning given in section 282 of the Companies Act 2006;
paid	means paid or credited as paid;
participate	in relation to a directors' meeting, has the meaning given in article 12;
persons entitled	has the meaning given in article 50;
proxy notice	has the meaning given in article 59;
relevant director	has the meaning given in article 66;
relevant loss	has the meaning given in article 67;
relevant officer	has the meaning given in article 67;
relevant rate	has the meaning given in article 28;
shareholder	means a person who is the holder of a share;
shares	means shares in the Company;
special resolution	has the meaning given in section 283 of the Companies Act 2006;
subsidiary	has the meaning given in section 1159 of the Companies Act 2006 but after making the modifications to that statutory meaning described in article Error! Reference source not found.;
transmittee	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods which enables the recipient to read and retain those words, symbols or other information, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions used in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.
- 1.3 In relation to the definition of “subsidiary” in these articles:
- (a) paragraph 6(1) of schedule 6 to the Companies Act 2006 shall be reworded as follows: “Rights held by a person (“A”) as nominee for another (“B”) shall be treated as held by B, and where A has been registered as a member of the company as nominee for B, B shall be deemed to be a member of the company in place of A in respect of all shares to which the nomination relates.”; and
 - (b) paragraph 7 of schedule 6 to the Companies Act 2006 shall be modified as follows: there shall be inserted after the words “shall be treated as held by the person providing the security” the following “(and if, in connection with or as a consequence of the provision of that security, some person other than the person providing the security is registered as a member of the company in respect of shares which are subject to the security, the person providing the security shall be deemed to be registered as a member of the company in respect of those shares)”.
- 1.4 No regulations set out in any schedule to, or contained in any order, regulation or other subordinate legislation made under, any statute concerning companies shall apply as regulations or articles of the Company.

2. Liability of members

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

PART 2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

3. Directors’ general authority

- 3.1 Subject to the provisions of these articles, the directors are responsible for the management of the Company’s business, for which purpose they may exercise all the powers of the Company.

4. Shareholders’ reserve power

- 4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5. Directors may delegate

- 5.1 The directors may delegate any of the powers which are conferred on them under these articles:
- (a) to such person or committee;

- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions

as they think fit.

5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. Committees

6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these articles which govern the taking of decisions by directors.

ALTERNATE DIRECTORS

7. Appointment and removal of alternates

7.1 Any director (the "**appointor**") may appoint as an alternate director any other director, or any other person approved by the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities

in relation to the taking of decisions by the directors in the absence of the appointor.

7.2 Any appointment or removal of an alternate must be in writing signed by the appointor and delivered to the Company.

7.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

8. Rights and responsibilities of alternate directors

8.1 An alternate director has the same rights, in relation to any directors' meeting, directors' written resolution or decision-making, as his appointor. An alternate director's rights may be exercised only in the absence of his appointor but, subject to article **8.3**, in the case of an alternate director who is also a director are in addition to any rights which the alternate has as a director in his own right.

8.2 Except as these articles specify otherwise, an alternate director:

- (a) is deemed for all purposes to be a director;

- (b) is liable for his own acts and omissions;
- (c) is subject to the same restrictions as his appointor; and
- (d) is not deemed to be the agent of his appointor.

8.3 An alternate director may be counted as participating for the purposes of determining whether a quorum is participating (but only if his appointor could have participated but is not participating). However, no alternate may be counted as more than one director for the purposes of determining whether a quorum is participating.

8.4 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of his appointor's remuneration as the appointor may direct by notice in writing to the Company.

9. Termination of alternate directorship

9.1 An alternate director's appointment as an alternate terminates:

- (a) when his appointor revokes the appointment by notice in writing to the Company;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to his appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of his appointor; or
- (d) when his appointor's appointment as a director terminates.

DECISION-MAKING BY DIRECTORS

10. Directors to take decisions collectively

10.1 The general rule about decision-making by directors is that any decision of the directors must be a majority decision taken in one of the following ways:

- (a) at a meeting of the directors;
- (b) by written resolution, copies of which have been signed by a majority of the eligible directors or to which a majority of the eligible directors have otherwise indicated agreement in writing; or
- (c) by a majority of the eligible directors indicating to each other, by any means, that they share a common view on a matter.

10.2 References in this article **10** to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

10.3 A decision may not be taken in accordance with article **10.1(b)** or **(c)** if the eligible directors purporting to take the decision would not have formed a quorum at such a meeting.

10.4 If the Company has only one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of these articles relating to directors' decision-making.

11. Calling a directors' meeting

- 11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 11.2 Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if (at the time the notice is given) it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 11.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company either before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. Participation in directors' meetings

- 12.1 Directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with these articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 12.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13. Quorum for directors' meetings

- 13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 Subject to article **13.3**, the quorum for directors' meetings may be fixed from time to time by ordinary resolution, and unless otherwise fixed it is three.
- 13.3 If the Company has only one director, the quorum for directors' meetings shall be one.
- 13.4 If the total number of directors for the time being is less than any quorum required by ordinary resolution, the directors must not take any decision at a directors' meeting other than a decision:
- (a) to appoint further directors; or
 - (b) to call a general meeting (or circulate a written resolution) so as to enable the shareholders to appoint further directors.

14. Chairing of directors' meetings

- 14.1 The directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chairman.
- 14.3 The directors may terminate the chairman's appointment at any time.
- 14.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

15. Casting vote

- 15.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 15.2 But this does not apply if, in accordance with these articles, the chairman or other director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. Conflicts of interest

- 16.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director may be counted as participating in the decision-making process for that proposed decision for quorum or voting purposes only if he has complied with his duty (if any) to declare that interest in accordance with section 177 of the Companies Act 2006.
- 16.2 Subject to the Companies Acts, and provided he has complied with his duty (if any) to declare his interest in accordance with section 177 of the Companies Act 2006, a director shall not be accountable to the Company for any benefit which he derives from any transaction or arrangement with the Company or in which the Company is otherwise interested and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 16.3 Subject to article **16.4**, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman or other director chairing the meeting whose ruling in relation to any director other than himself is to be final and conclusive.
- 16.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman or other director chairing the meeting pursuant to article **14.4**, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman or such other director is not to be counted as participating in the meeting (or that part of the meeting) for voting purposes.
- 16.5 If the directors propose to authorise a director's conflict of interest in accordance with section 175 of the Companies Act 2006, the director in question and any other interested director shall not be counted as participating in the decision-making process for quorum or voting purposes.
- 16.6 When authorising a conflict of interest, the directors may attach conditions and limits to the authorisation, specify any particular rules of conduct to be followed in relation to the conflict and may relieve the director concerned from any obligation to communicate any confidential information relating to the conflict to the Company or to use it for the Company's benefit in circumstances where that

confidential information is received by him in a capacity other than that of director or employee of the Company.

17. Records of decisions to be kept

- 17.1 The directors must ensure that the Company keeps a written record for at least 10 years from the date of the meeting recorded, of the minutes of all proceedings at each meeting of its directors.

18. Directors' discretion to make further rules

- 18.1 Subject to the provisions of these articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

19. Methods of appointing directors

- 19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed as a director:
- (a) by ordinary resolution;
 - (b) by written notice to the Company from any shareholder or shareholders holding in aggregate a majority in nominal value of the shares of the Company which carry voting rights, which notice may be sent in accordance with article **62** or delivered to a directors' meeting or general meeting; or
 - (c) by a decision of the directors.
- 19.2 If, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- 19.3 For the purposes of article **19.2**, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20. Termination of director's appointment

- 20.1 A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating, or has examined, that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) the Company receives written notice from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms; or

- (f) the Company receives written notice effecting the termination of that person's appointment from any shareholder or shareholders holding in aggregate a majority in nominal value of the shares of the Company which carry voting rights, which notice may be sent in accordance with article 62 or delivered to a directors' meeting or general meeting.

20.2 If, by reason of a director's mental health, a court makes an order which wholly or partly prevents that director from personally exercising any powers or rights which that director would otherwise have, the remaining directors may decide that the first mentioned director shall cease to be a director. The first mentioned director shall not be entitled to vote in relation to any such decision.

21. Directors' remuneration

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and
- (b) for any other service which they undertake for the Company.

21.3 Subject to these articles, a director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22. Directors' expenses

22.1 The Company will pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

SHARES AND DISTRIBUTIONS

PARTLY PAID SHARES

23. Company's lien over partly paid shares

23.1 The Company has a lien (the "**Company's lien**") over every share which is partly paid for any part of:

- (a) that share's nominal value; and
- (b) any premium at which it was issued

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

23.2 The Company's lien over a share:

- (a) takes priority over any third party's interest in that share; and
- (b) extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

23.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

24. Enforcement of the Company's lien

24.1 Subject to the provisions of this article **24**, if:

- (a) a lien enforcement notice has been given in respect of a share; and
- (b) the person to whom the notice was given has failed to comply with it

the Company may sell that share in such manner as the directors decide.

24.2 A lien enforcement notice:

- (a) may be given only in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the Company's intention to sell the share if the notice is not complied with.

24.3 Where shares are sold under this article **24**:

- (a) the directors may authorise any person to execute a document of transfer of the shares to the purchaser or a person nominated by the purchaser; and

- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 24.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
 - (b) second, to the person entitled to the shares immediately prior to the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificate, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable or which will become payable in respect of the shares after the date of the lien enforcement notice.
- 24.5 A written statement signed by a director that a share has been sold to satisfy the Company's lien on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.

25. Call notices

- 25.1 Subject to these articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the Company a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors send the call notice.
- 25.2 A call notice:
- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
 - (b) must state when and how the call is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 25.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.
- 25.4 Before the Company has received any call due under a call notice, the directors may:
- (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the notice
- by a further notice in writing to the member in respect of whose shares the call was made.

26. Liability to pay calls

- 26.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 26.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

26.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:

- (a) to pay calls which are not the same; or
- (b) to pay calls at different times.

27. When call notice need not be issued

27.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):

- (a) on allotment;
- (b) on the occurrence of a particular event; or
- (c) on a date fixed by or in accordance with the terms of issue.

27.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

28. Failure to comply with call notice: automatic consequences

28.1 If a person is liable to pay a call and fails to do so by the call payment date:

- (a) the directors may issue a notice of intended forfeiture to that person; and
- (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

28.2 For the purposes of this article **28**:

- (a) the “**call payment date**” is the time when the call notice states that a call is payable, or, in a case falling within article **27**, means the due date for payment unless the directors give a notice specifying a later date, in which case the “**call payment date**” is that later date; and
- (b) the “**relevant rate**” is:
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
 - (iii) if no rate is fixed in either of these ways, 5 per cent per annum.

28.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

28.4 The directors may waive any obligation to pay interest on a call wholly or in part.

29. Notice of intended forfeiture

29.1 A notice of intended forfeiture:

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- (d) must state how the payment is to be made; and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

30. Directors' power to forfeit shares

30.1 If a notice of intended forfeiture is not complied with, the directors may decide that any share in respect of which it was given is forfeited, and any forfeiture shall include all dividends or other moneys payable in respect of the forfeited share and not paid before the forfeiture.

31. Effect of forfeiture

31.1 Subject to these articles, the forfeiture of a share extinguishes:

- (a) all interests in that share, and all claims and demands against the Company in respect of it; and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

31.2 Any share which is forfeited in accordance with these articles:

- (a) is deemed to have been forfeited when the directors decide that it is forfeited;
- (b) is deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

31.3 If a person's shares have been forfeited:

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person ceases to be a member in respect of those shares;
- (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
- (d) that person remains liable to the Company for all sums payable by that person under these articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and

- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

31.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

32. Procedure following forfeiture

32.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the document of transfer.

32.2 A written statement signed by a director that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.

32.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.

32.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

- (a) was, or would have become, payable; and
- (b) had not, when that share was forfeited, been paid

by that person in respect of that share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

33. Surrender of shares

33.1 A member may surrender any share:

- (a) in respect of which the directors may issue a notice of intended forfeiture; or
- (b) which the directors may forfeit.

33.2 The directors may accept the surrender of any such share, and a share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

SHARES

34. Powers to issue different classes of share

34.1 Subject to these articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide.

34.2 The Company may issue 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.

35. Exclusion of rights of pre-emption

35.1 Sections 561 and 562 of the Companies Act 2006 shall not apply to the Company and so shareholders have no right of pre-emption upon the allotment of equity securities (as defined in section 560 of the Companies Act 2006).

36. Company not bound by less than absolute interests

36.1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or these articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

37. Share certificates

37.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

37.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) the amount paid up on the shares; and
- (d) any distinguishing numbers assigned to them.

37.3 No certificate may be issued in respect of shares of more than one class.

37.4 If more than one person holds a share, only one certificate may be issued in respect of it.

37.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts.

38. Replacement share certificates

38.1 If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

38.2 A shareholder exercising the right to be issued with such a replacement certificate:

- (a) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (b) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

39. Share transfers

- 39.1 Shares may be transferred by means of a document of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor or (if article **24.3** or **32.1** applies) other person authorised by the directors. A document of transfer of shares must be in hard copy form.
- 39.2 No fee may be charged for registering any document of transfer or other document relating to or affecting the title to any share.
- 39.3 The Company may retain any document of transfer which is registered.
- 39.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 39.5 The directors may refuse to register the transfer of a share, and if they do so, the document of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

40. Transmission of shares

- 40.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 40.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
 - (a) may, subject to these articles, choose either to become the holder of those shares or to have them transferred to another person; and
 - (b) subject to these articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 40.3 But a transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holder of those shares.

41. Exercise of transmittees' rights

- 41.1 A transmittee who wishes to become the holder of shares to which they have become entitled must notify the Company in writing of that wish.
- 41.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute a document of transfer in respect of it.
- 41.3 Any transfer made or executed under this article **41** is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

42. Transmittees bound by prior notices

- 42.1 If a notice is given to a shareholder in respect of shares and a transmittee is or becomes entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

43. Financing a purchase of own shares

- 43.1 The Company is authorised to finance a purchase of own shares out of cash in accordance with section 692(1ZA) of the Companies Act 2006.

DIVIDENDS AND OTHER DISTRIBUTIONS

44. Procedure for declaring dividends

- 44.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 44.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 44.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 44.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, a dividend must be paid on an apportioned basis by reference to the amounts paid up on the shares on which the dividend is to be paid on the date of the resolution or decision to declare or pay it.
- 44.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 44.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 44.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

45. Payment of dividends and other distributions

- 45.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 45.2 In these articles, "**distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share;
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

46. No interest on distributions

46.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the Company.

47. Unclaimed distributions

47.1 All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) unclaimed after having been declared or become payable

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

47.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

47.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

48. Non-cash distributions

48.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

48.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including for:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

- (c) vesting any assets in trustees.

49. Waiver of distributions

49.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

50. Authority to capitalise and appropriation of capitalised sums

50.1 Subject to these articles, the directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

50.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

50.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

50.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

- (a) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct; or
- (b) in or towards paying up any amount for the time being unpaid on shares held by the persons entitled.

50.5 Subject to these articles, the directors may:

- (a) apply capitalised sums in accordance with articles **50.3** and **50.4** partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article **50** (including the issuing of fractional certificates or the making of cash payments); and

- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article 50.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

51. Attendance and speaking at general meetings

- 51.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 51.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 51.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 51.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 51.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

52. Quorum for general meetings

- 52.1 No business other than the appointment of the chairman of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 52.2 If the Company has only one shareholder, the presence at a general meeting of that shareholder or its proxy or representative constitutes a quorum.
- 52.3 If the Company has more than one shareholder, the presence of any of the following at a general meeting constitutes a quorum:
- (a) three shareholders;
 - (b) three persons, two being shareholders and the other being a proxy or representative of another shareholder or each being either a proxy or representative of a different shareholder;
 - (c) one person who is a shareholder and either the proxy or representative of two other shareholders; or
 - (d) one person who is either the proxy or representative of three or more shareholders.

52.4 The references in this article **52** to a proxy or representative are to a proxy or representative appointed in relation to the meeting in question in accordance with section 324 or 323 respectively of the Companies Act 2006.

53. Chairing general meetings

53.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

53.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the directors present; or
- (b) (if no directors are present) the meeting

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the general meeting must be the first business of the meeting.

53.3 The person chairing a meeting in accordance with this article **53** is referred to as the “**chairman of the general meeting**”.

54. Attendance and speaking by directors and non-shareholders

54.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

54.2 The chairman of the general meeting may permit other persons who are not:

- (a) shareholders of the Company; or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings

to attend and speak at a general meeting.

55. Adjournment

55.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the general meeting must adjourn it.

55.2 The chairman of the general meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chairman of the general meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

55.3 The chairman of the general meeting must adjourn a general meeting if directed to do so by the meeting.

55.4 When adjourning a general meeting, the chairman of the general meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

55.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

55.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

56. Voting: general

56.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

57. Errors and disputes

57.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

57.2 Any such objection must be referred to the chairman of the general meeting, whose decision is final.

58. Poll votes

58.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

58.2 A poll may be demanded by:

- (a) the chairman of the general meeting;
- (b) any director;
- (c) two or more persons having the right to vote on the resolution;
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution; or
- (e) a person or persons representing voting rights on 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 which carry voting rights.

58.3 A demand for a poll may be withdrawn if:

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- (a) the poll has not yet been taken; and
- (b) the chairman of the general meeting consents to the withdrawal.

58.4 Polls must be taken immediately and in such manner as the chairman of the general meeting directs.

59. Content of proxy notices

59.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which it relates.

59.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

59.3 Proxy notices may specify how the proxy is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

59.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

60. Delivery of proxy notices

60.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

60.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

60.3 A proxy notice or notice revoking a proxy appointment only takes effect if it is delivered before the taking of any vote at the meeting or adjourned meeting to which it relates.

60.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on behalf of the person appointing the proxy.

61. Amendments to resolutions

61.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the general meeting may determine); or
- (b) the chairman of the general meeting proposes the amendment at the general meeting at which the resolution is to be proposed

and, in either case, the proposed amendment does not, in the reasonable opinion of the chairman of the general meeting, materially alter the scope of the resolution.

61.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) the chairman of the general meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

61.3 If the chairman of the general meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

62. Means of communication to be used

62.1 Subject to these articles, anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company and the company communications provisions in the Companies Act 2006 shall apply to anything sent or supplied under these articles.

62.2 A communication sent or supplied by the Company shall be deemed to have been received by the intended recipient:

- (a) if it is sent by post, 24 hours after it was posted;
- (b) if it is hand delivered, at the time of such delivery;
- (c) if it is sent by electronic means, immediately upon its being sent; and
- (d) if it is made available on a website, when the notification of the presence of the communication on the website was received by the intended recipient or, if later, on the date on which the communication appeared on the website.

62.3 In the case of a communication sent or supplied by the Company, the Company may make the documents or information available on a website in accordance with the Companies Act 2006.

62.4 Subject to these articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

62.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than that specified in article **62.2**.

62.6 Anything to be agreed or specified in relation to documents or information to be sent or supplied to the joint holders of a share may be agreed or specified by any of the joint holders on behalf of all of them.

63. Company seal

63.1 Any common seal may only be used by the authority of the directors.

63.2 The directors may decide by what means and in what form any common seal is to be used.

63.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

63.4 For the purposes of this article **63**, an authorised person is:

(a) any director of the Company;

(b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

64. No right to inspect accounts and other records

64.1 Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

65. Provision for employees on cessation of business

65.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or 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.

DIRECTORS' INDEMNITY AND INSURANCE

66. Indemnity

66.1 Subject to article **66.2**, a relevant director of the Company or an associated company shall be indemnified out of the Company's assets against:

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

(c) any other liability incurred by that director as an officer of the Company or an associated company.

66.2 This article **66** does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

66.3 In this article **66**:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a “**relevant director**” means any director or former director of the Company or an associated company.

67. Insurance

67.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

67.2 In this article **67**:

- (a) a “**relevant officer**” means any director or former director, secretary or former secretary, manager or former manager of the Company or an associated company;
- (b) a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.