

ARTICLES OF ASSOCIATION

of

BMO MANAGED PORTFOLIO TRUST PLC

(Incorporated in Scotland on 20 February 2008 with registered number SC338196)

(Adopted by special resolution dated 24 September 2020)

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THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BMO MANAGED PORTFOLIO TRUST PLC

(Registered Number SC338196)

(Incorporated in Scotland on 20 February 2008)

PRELIMINARY

1. Exclusion of Table A

The regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (and any amendment, re-enactment or substitution thereof from time to time including that made by the Companies (Tables A to F) (Amendment) Regulations 2007 and The Companies (Model Articles) Regulations 2008 (SI2008/3229)) shall not apply to the Company except insofar as they are repeated or contained in these Articles.

2. Liability of members

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

3. Unrestricted objects

In accordance with the 2006 Act the Company's objects shall be unrestricted.

4. Definitions

4.1. In these Articles unless the context otherwise requires:

"**2006 Act**" means the Companies Act 2006, as amended, to the extent in force;

"**address**" has the meaning given to it in section 1148 of the 2006 Act;

"**AIFM Directive**" Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers;

"**AIFM Rules**" means the AIFM Directive and all applicable rules and regulations implementing that directive;

" **Articles**" means these articles of association as altered from time to time and the expression "this Article" shall be construed accordingly;

" **Auditors**" means the auditors from time to time of the Company or, in the case of joint auditors, any one of them;

" **Board**" means the board of directors from time to time of the Company or the directors present at a meeting of the directors at which a quorum is present;

"**Certificated Conversion Notice**" has the meaning given in Article 14(D);

"**certificated share**" means a share which is not an uncertificated share;

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

"**Common Reporting Standard**" means any provision of the International Tax Compliance Regulations 2015 and any orders, regulations or other subordinate legislation made thereunder relating to the obligations on investment companies to share information with the tax authorities in the United Kingdom;

"**Conversion Calculation Time**" means, in relation to a Conversion Date or a Deferred Conversion Date, the close of business on that Conversion Date or Deferred Conversion Date, as the case may be, or such other time as the Board may determine in accordance with Article 14(C);

"**Conversion Date**" means, subject to Article 14(R), 1 October 2009 and thereafter each subsequent 1 October (provided that, if any Conversion Date would otherwise fall on a day which is not a business day, such Conversion Date shall be the next following business day) and any such other date as the Board may determine (in its sole and absolute discretion) from time to time;

"**Conversion Notice**" has the meaning given in Article 14(C);

"**Conversion Notice Period**" means, subject to Article 14(C), the period commencing 60 days before, and ending at close of business on the day that is 30 days before the relevant Conversion Date or if such a date is not a business day, on the next following business day, and such other periods and dates as the Board may determine;

"**Conversion Ratio**" is the ratio to be used to determine the number of Resulting Shares arising from a reclassification of Converting Shares on the conversion of all or part of any Converting Shares and is determined in accordance with the following formula:

$$\text{Conversion Ratio} = \frac{\text{Converting NAV} \times A}{\text{Resulting NAV} \times B}$$

where:

- (a) "A" is the total number of shares in the relevant Resulting Portfolio in issue at the close of business on the day immediately prior to the relevant Conversion Calculation Time;
- (b) "B" is the number of Converting Shares;
- (c) "Converting NAV":
 - (i) if the Share Conversion Portfolio Threshold is not exceeded, is equal to the value of the assets comprising that proportion of the Converting Portfolio which the total number of Converting Shares bears to the total number of shares having rights over the Converting Portfolio, as at the close of business on the business day immediately prior to the Conversion Calculation Time (the "Applicable Proportion") such value being determined in accordance with Article 14, less:
 - (A) the Applicable Proportion of the liabilities (including accrued liabilities) of the Company, including any liabilities accrued but unpaid, which the Board is directed by Article 14 to discharge primarily out of the Converting Portfolio;
 - (B) in the case of Converting Shares which are Income Shares, the Applicable Proportion of any dividend with a record date prior to the Conversion Calculation Time and to be, but not yet, paid to holders of shares of the Converting Shares (to the extent not already taken into account);
 - (C) at the discretion of the Board, the costs, fees, expenses, duties, charges, taxes, commissions and spreads associated with the realignment of the assets to be transferred from the Converting Portfolio to the Resulting Portfolio, or the Board's reasonable estimate thereof;
 - (D) any amounts due to the manager of the Converting Portfolio pursuant to the relevant investment management agreement (to the extent not already taken into account);
 - (E) at the discretion of the Board, any other costs incurred in the conversion of the Converting Shares to the Resulting Shares, including but not limited to the fees

of the Auditors for work carried out pursuant to Article 14(I)(ii); or

- (ii) if the Share Conversion Portfolio Threshold is exceeded, is equal to the value as at the Conversion Calculation Time of the assets of the Share Conversion Portfolio, less:
 - (A) the Applicable Proportion of the liabilities (including accrued liabilities) of the Company which the Board is directed by Article 8 to discharge primarily out of the Converting Portfolio at the Conversion Calculation Time;
 - (B) in the case of Converting Shares which are Income Shares, the Applicable Proportion of any dividend with a record date prior to the Conversion Calculation Time and to be, but not yet, paid to holders of shares of the Converting Shares (to the extent not already taken into account);
 - (C) any amounts due to the manager of the Converting Portfolio pursuant to the relevant investment management agreement (to the extent not already taken into account); and
 - (D) at the discretion of the Board, any other costs incurred in the conversion of the Converting Shares to Resulting Shares, including but not limited to the fees of the Auditors for work carried out pursuant to Article 14(I)(ii);

provided that if by the Deferred Conversion Date, all necessary costs equivalent to those in sub-paragraph (iii)(a)(2) above in relation to the calculation of Converting NAV where the Share Conversion Portfolio Threshold is not exceeded have not been incurred prior to the calculation of Converting NAV at the relevant Conversion Calculation Time there may be deducted a fair and reasonable estimate by the Board of the outstanding cost, fees, expenses, duties, charges, taxes, commissions and spreads associated with the realignment of the assets to be transferred from the Converting Portfolio to the Resulting Portfolio; and

- (d) "**Resulting NAV**" is equal to the value of the assets comprising the Resulting Portfolio as at the close of business on the business day immediately prior to the Conversion Calculation Time, such value being determined in accordance with Article 14, less:

- (i) the liabilities of the Company (including accrued liabilities) which the Board is directed by Article 8 to discharge out of the Resulting Portfolio at the Conversion Calculation Time;
- (ii) in the case of Converting Shares which are Growth Shares, any dividend with a record date prior to the Conversion Calculation Time and to be, but not yet, paid to holders Income Shares but to which the holders of the Converting Shares will not be entitled (to the extent not already taken into account); and
- (iii) any amounts due to the manager of the Resulting Portfolio pursuant to the relevant investment management agreement (to the extent not already taken into account),

provided that if the ratio resulting from such formula would, when multiplied by the total number of Converting Shares to be converted on the relevant Conversion Date or Deferred Conversion Date (as the case may be) give rise to a number of Conversion Shares which is not a whole number, the ratio shall be rounded down to the least extent necessary to ensure that a whole number of Resulting Shares so arise;

"Converting Portfolio" means the Portfolio over which particular Converting Shares have rights;

"Converting Shares" means shares in respect of which valid Conversion Notices have been received and accepted which are to be reclassified pursuant to Article 14;

"Conversion Notice" has the meaning given in Article 14(C);

"Deferred Conversion Date" means the date on which the Board certifies that realignment of the Portfolios is completed, provided that such date is, so far as is reasonably practicable, not later than one month after the Conversion Date that would have otherwise applied;

"Deferred Shares" means shares arising pursuant to Article 14(J) with the rights set out in Article 14(O), which shares shall have the nominal value or values determined in accordance with Article 14;

"Dissolving Portfolio" has the meaning given in Article 14(S);

"electronic form" when describing a document or information means sent or supplied in electronic form in accordance with section 1168 of the 2006 Act;

"electronic means" when describing a document or information means sent or supplied by electronic means in accordance with section 1168 of the 2006 Act;

"**electronic signature**" means anything in electronic form, which the Board require to be incorporated into, or otherwise associated with, an electronic communication for the purpose of establishing the authenticity or integrity of the communication;

"**FATCA**" means sections 1471 to 1474 of the US Internal Revenue Code, known as the US Foreign Account Tax Compliance Act (together with any regulations, rules and other guidance implementing the US Internal Revenue Code sections and any applicable intergovernmental agreement or information exchange agreement and related statutes, regulations, rules and other guidance thereunder);

"**FCA**" means the Financial Conduct Authority and any successor body;

"**holder**" in relation to any shares means the member whose name is entered in the Register as the holder of those shares;

"**Income Portfolio**" means the assets of the Company from time to time attributable to the Income Shares including:

- (a) the cash or other proceeds of subscription for, or the payment up of, any Income Share; and
- (b) all rights or asset of the Company directly or indirectly attaching to, referable to, derived from or acquired using such cash or other proceeds;

"**Income Share Liabilities**" means:

- (a) those liabilities incurred by the Company relating to the management of the assets attributable to the Income Portfolio; and
- (b) any borrowings or indebtedness associated with the Income Portfolio;

"**Income Shares**" means ordinary shares of an initial nominal value of 10 pence each, classified as Income Shares, in the capital of the Company;

"**issuer-instruction**" means a properly authenticated dematerialised instruction (sent or received by means of a relevant system) attributable to a body corporate which has issued a share or shares belonging to a participating class;

"**Growth Portfolio**" means the assets of the Company from time to time attributable to the Growth Shares including:

- (a) the cash or other proceeds of subscription for, or the payment up of, any Growth Share; and
- (b) all rights or asset of the Company directly or indirectly attaching to, referable to, derived from or acquired using such cash or other proceeds;

"**Growth Share Liabilities**" means:

- (a) those liabilities incurred by the Company relating to the management of the assets attributable to the Growth Portfolio; and
- (b) any borrowings or indebtedness associated with the Growth Portfolio;

"Growth Shares" means ordinary shares of an initial nominal value of 10 pence each, classified as Growth Shares, in the capital of the Company;

"Listing Rules" means the listing rules issued by the FCA, as amended from time to time;

" London Stock Exchange" means London Stock Exchange plc;

" Office" means the registered office from time to time of the Company or in the case of sending or supplying documents or information by electronic means, the address specified by the Board for the purpose of receiving documents or information by electronic means;

"Operator" means a person approved as operator of a relevant system under the Uncertificated Securities Regulations;

"Operator-instruction" means a properly authenticated dematerialised instruction (sent or received by means of a relevant system) attributable to an Operator;

"Overseas Person" means a person who is a citizen or national of, or resident in, a jurisdiction outside the United Kingdom, the Channel Islands or the Isle of Man or a custodian, nominee or trustee for a citizen, national or resident of a jurisdiction outside the United Kingdom, the Channel Islands or the Isle of Man;

"paid up" means paid up or credited as paid up;

"participating class" means a class of shares title to which may be transferred by means of a relevant system;

"person entitled by transmission" means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the Register;

"Portfolios" means the Income Portfolio and the Growth Portfolio;

"properly authenticated dematerialised instruction" has the meaning attributed to it in the Uncertificated Securities Regulations;

" Register" means the register of members of the Company;

"Relevant Conversion Date" has the meaning given in Article 14(G);

"Relevant Conversion Number" means, in relation to Converting Shares due to convert on any Conversion Date or Deferred Conversion Date, as the case may be,

held by each registered holder of Converting Shares, the result of multiplying the number of those Converting Shares by the Conversion Ratio applicable to conversions occurring on that Conversion Date or Deferred Conversion Date, as the case may be, disregarding any resulting fractions;

"**relevant system**" has the meaning attributed to it in regulation 3(1) of the Uncertificated Securities Regulations;

"**Resulting Portfolio**" means the Portfolio over which the relevant Converting Shares will have rights following conversion pursuant to Article 14;

"**Resulting Shares**" means shares arising from a reclassification of Converting Shares pursuant to Article 14, having rights over the relevant Resulting Portfolio;

"**Satellite Location**" has the meaning ascribed thereto in Article 63;

"**seal**" means any common or official seal that the Company may be permitted to have under the Statutes;

"**the secretary**" means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the Company and includes an assistant or deputy secretary and any person appointed by the Board to perform any of the duties of the secretary;

"**Share Conversion Portfolio**" has the meaning given in Article 14(H)(ii)(c);

"**Share Conversion Portfolio Threshold**" has the meaning given in Article 14(H)(i);

"**Share Liabilities**" means the Income Share Liabilities and the Growth Share Liabilities;

"**Share Voting Number**" has the meaning given in Article 13(C);

"**sponsoring system-participant**" means in relation to a relevant system a person who is permitted by an Operator to send properly authenticated dematerialised instructions attributable to another person and to receive properly authenticated instructions on another person's behalf;

"**Statutes**" means the 2006 Act and every other statute (including any orders, regulations or other subordinate legislation made under the 2006 Act or such other statute) from time to time in force concerning companies in so far as it applies to the Company;

"**Total Assets**" has the meaning given in Article 113(C)(i);

"**Uncertificated Securities Regulations**" means the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755) as amended from time to time and any provisions of or under the Statutes which supplement or replace such Regulations;

"**Uncertificated Conversion Notice**" has the meaning given in Article 14(E);

"**uncertificated share**" means a share of a class which is for the time being a participating class title to which is recorded on the Register as being held in uncertificated form;

"**United Kingdom**" means Great Britain and Northern Ireland; and

"**Voting Calculation Date**" means, in respect of any general meeting of the Company, (a) the date that is two days prior to the date of the notice of meeting or (b) if that day is not a business day the next following business day.

In the reference to "**sponsoring system-participant**" above, the word "person" shall include any body corporate.

- 4.2. The expression "**debenture**" shall include "**debenture stock**".
- 4.3. The words "**subsidiary**" and "**holding company**" shall be construed in accordance with section 1159 of the 2006 Act and "**subsidiary**" shall be construed to include "**subsidiary undertaking**" as that term is defined in section 1162 of the 2006 Act.
- 4.4. Words importing the singular number only shall be deemed to include the plural, and *vice versa*.
- 4.5. Words importing the masculine gender only shall be deemed to include the feminine and neuter genders and *vice versa*.
- 4.6. Words importing individuals shall be deemed to include bodies corporate and unincorporated bodies or associations.
- 4.7. References to a "**meeting**":
 - 4.7.1. mean a meeting convened and held in any manner permitted by these Articles, including without limitation a general meeting (including an annual general meeting) or separate general meeting of the holders of a particular class of shares of the Company at which any or all persons entitled to be present attend and participate by means of an electronic platform and/or attend and participate at a Satellite Location, and such persons shall be deemed to be "**present**" at that meeting for all purposes of the Statutes and these Articles and "**attend**", "**attending**" "**attendance**", "**participate**", "**participating**" and "**participation**" shall be construed accordingly; and
 - 4.7.2. shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.
- 4.8. The word "**present**" shall be construed, in the context of attendance at a meeting at a physical location used to host the meeting, as being physically present at the meeting at that meeting location.

- 4.9. References to an "**electronic meeting**" mean a general meeting (including an annual general meeting), or a separate general meeting of the holders of a particular class of shares, hosted on an electronic platform, whether that meeting is physically hosted at a specific location simultaneously or not.
- 4.10. References to an "**electronic platform**" mean a device, system, procedure, method or other facility providing an electronic means of attendance at and/or participation in a meeting as determined by the Board under these Articles, including, without limitation, online platforms, application technology and conference call systems.
- 4.11. Nothing in these Articles shall preclude the holding and conducting of a meeting in such a way that persons who are not present together at the same place may by the use of an electronic platform or by other electronic means attend and participate at it.
- 4.12. Expressions referring to "**in writing**" and to any form of "**written**" communication shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form, whether sent or supplied in electronic form or made available on a website or otherwise.
- 4.13. References to a document being "**executed**", "**signed**" or to "**signature**" shall be construed as including references to it being executed under hand or under seal or by any other method, as permitted by the Board in its absolute discretion and in the case of an electronic communication, are to it being authenticated as specified by the Statutes,
- 4.14. Headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 4.15. Unless otherwise stated, any reference herein to the provisions of any statute shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent statute provided that no modification or re-enactment after the date of adoption of these Articles of any statutory provision, instrument, regulation or order in force at that date shall be construed as imposing on any person any greater obligation than would have been the case if the statutory provision, instrument, regulation or order in force at the date of adoption of these Articles continued to apply.
- 4.16. Subject as aforesaid, and unless the context otherwise requires, words and expressions defined in the 2006 Act or the Uncertificated Securities Regulations shall bear the same meanings in these Articles.

5. Form of resolution

- (A) Subject to the Statutes, where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

- (B) Notwithstanding the provisions of the 2006 Act relating to written resolutions, a resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall, in accordance with the principle established in *Re Duomatic Limited* [1969] 2 Ch 265, be as effectual as if it had been passed at a general meeting properly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more of the members.

6. Change of name

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

SHARE CAPITAL

7. Establishment of Portfolios

The directors shall create and maintain the Portfolios so that the investments and other assets of the Portfolios shall be held and maintained separately, or shall otherwise be distinguishable from each other. Any increase or diminution in the value of the investments or assets of a Portfolio shall be applied to that Portfolio.

8. Treatment of assets and liabilities of the Company

- (A) The Board will discharge the Share Liabilities of a Portfolio out of the assets attributable to that Portfolio.
- (B) The Board shall procure that the Company's books of account, accounting and other records and bank accounts, and those of any nominees of the Company, shall be operated and prepared so that the assets attributable to the Portfolios and the Share Conversion Portfolios (if any), can be separately identified and that Share Liabilities and liabilities associated with the Portfolios and the Share Conversion Portfolios (if any) can be separately identified.
- (C) If any question shall arise as to whether any investment, cash or other asset or any liability or expense of the Company is attributable to a particular Portfolio or Share Conversion Portfolio, the Board (having consulted with the Auditors) shall decide on the matter and that decision shall be final and binding on the Company and its members.
- (D) The Board may, having consulted with the Auditors, adjust the attribution of any investment, cash or other asset of the Company between the Portfolios and the Share Conversion Portfolios to compensate for or reflect the contribution of each to the overall tax position of the Company.
- (E) The Board shall allocate to each of the Portfolios and the Share Conversion Portfolios such of, or such proportion of, the liabilities

(including tax liabilities) and expenses of the Company incurred or accrued or provided for from time to time in the general management and administration of the Company as the Board shall consider to be fair and reasonable having regard to:

- (i) the specific liabilities and expenses incurred or accrued or provided for in the management and administration of each of the Portfolios and the Share Conversion Portfolios;
 - (ii) the tax effects for the Company of payments and receipts of the Portfolios and the Share Conversion Portfolios of any revenue or capital deficit of the Portfolios or Share Conversion Portfolios and of dividends paid by the Company; and
 - (iii) the asset value of the Portfolios and the Share Conversion Portfolios and so that the valuation of the Portfolios and the Share Conversion Portfolios shall be prepared on a consistent basis and may be adjusted for the purposes of these Articles to take account of any realisation, acquisition or change in value if and to the extent that the Board considers appropriate.
- (F) If the assets of a particular Portfolio are insufficient to satisfy the liabilities attributable to that Portfolio, and that Portfolio's *pro rata* share of any other liabilities, the outstanding liabilities shall be attributed to the other Portfolio.

9. Transfer of revenue

- (A) All net revenue of the Company attributable to the Growth Portfolio shall, as soon as reasonably practicable following recognition in accordance with the accounting policies and principles from time to time adopted by the Board in connection with the preparation of the accounts of the Company, be reallocated, applied and transferred to, and treated as revenue attributable to, the Income Portfolio. For the purposes of this Article 9(A), "net revenue" shall mean revenue less all related expenses and tax charges incurred or suffered by the Company in connection with such revenue and charged to revenue in accordance with the accounting policies and principles from time to time adopted by the Board in connection with the preparation of the accounts of the Company to the extent applied to the Growth Portfolio.
- (B) Contemporaneously with the reallocation, application and transfer of any revenue to the Income Portfolio in accordance with Article 9(A), such assets comprising part of the Income Portfolio as have a value equal to (or as nearly equal to as reasonably practicable) the net revenue so reallocated, applied and transferred shall be reallocated, applied, transferred, and treated as capital attributable to the Growth Portfolio and shall, if necessary, be realigned by the manager of the Growth Portfolio in

order to meet the investment policies and objectives of the Growth Portfolio, such realignment to be effected as soon as reasonably practicable (to be determined by the Board in its sole and absolute discretion).

- (C) The assets (which may comprise investments, cash or other current assets or any combination of investments, cash or other current assets) reallocated, applied and transferred in accordance with Article 9(B) and the accounting treatment of such reallocation, application and transfer shall be determined by or in accordance with guidelines set by the Board. In the event that any non-cash asset is realised in connection with any reallocation, application and transfer in accordance with Article 9(B), all costs and expenses incurred by the Company in connection with the conversion of such asset into cash shall be borne by, and allocated to, the Income Portfolio and all costs and expenses incurred by the Company in connection with the re-investment of such cash shall be borne by, and allocated to, the Growth Portfolio.
- (D) The Board shall set guidelines for the determination of the value of investments and current assets used in the calculation of the value of assets reallocated, applied and transferred in accordance with Article 9(B). These guidelines shall include the method of valuing quoted and unquoted investments, the treatment of any non-sterling denominated investments or assets or liabilities and such other matters as the Board considers appropriate. The Board, having consulted with the Auditors, shall be entitled from time to time to make such changes to the guidelines as may be fair and reasonable.
- (E) The Board shall procure that all necessary transfers of assets and accounting entries are made so as to give effect to and record any reallocations, applications, transfers and treatment pursuant to this Article 9.

10. Share rights

The Income Shares, Growth Shares and Deferred Shares shall have attached thereto such rights and privileges, and shall be subject to such limitations and restrictions, as are set out in these Articles.

11. Dividends

- (A) The holders (if any) of the Income Shares shall have the right to receive the revenue profits of the Company (including accumulated revenue reserves) (including those attributable to the Income Portfolio and, subject to Article 9, the Growth Portfolio) and the capital profits of the Income Portfolio subject to Article 9 available for distribution in accordance with

the Statutes and determined to be distributed by way of interim or final dividend at such times as the Board may determine.

- (B) The Deferred Shares shall entitle the holders thereof (if any) to a cumulative dividend at a fixed rate of 0.001 per cent. of the total nominal amount thereof payable on the first business day following six months after the Conversion Date or the Deferred Conversion Date, as the case may be, on which they arise, to the holders of the Deferred Shares on the Register at the date of payment, but shall confer no other right to share in the profits of the Company.
- (C) The Growth Shares shall confer no right to share in the revenue profits of the Company or, for the avoidance of doubt without prejudice to Article 12, to receive any distributions by way of a dividend.
- (D) No dividend shall be paid otherwise than out of the profits available for distribution under the provisions of the Statutes. No dividend shall be paid in respect of the Income Shares except out of revenue and/or capital profits attributable to the Income Portfolio until after reallocations of net revenue and capital have been completed under Articles 9(A) and (B).

12. Return of assets

- (A) On a return of assets, on liquidation or otherwise, subject to Article 12(B):
 - (i) the surplus assets of the Company comprised in the Income Portfolio, after payment of all debts and satisfaction of all Income Share Liabilities and any other liabilities of the Company that would be allocated to the Income Portfolio in accordance with Article 8, including without limitation the Share Liabilities not otherwise paid and satisfied, and those Share Liabilities attributed to the Income Portfolio in accordance with Article 12(B), shall be paid to the holders of the Income Shares (and distributed amongst such holders rateably according to the amounts paid up on the Income Shares held by them respectively);
 - (ii) the surplus assets of the Company comprised in the Growth Portfolio, after payment of all debts and satisfaction of all Growth Share Liabilities and any other liabilities of the Company that would be allocated to the Growth Portfolio in accordance with Article 8, including without limitation the Share Liabilities not otherwise paid and satisfied, and those Share Liabilities attributed to the Growth Portfolio in accordance with Article 12(B), shall be paid to the holders of the Growth Shares (and distributed amongst such holders rateably according to the

amounts paid up on the Growth Shares held by them respectively); and

- (iii) the holders of the Deferred Shares shall not be entitled to any repayment of capital (except for whichever is the lesser of (i) 1p per Deferred Share or (ii) the nominal value of each such Deferred Share, payable (in either such case) only after the sum of £10,000 has been paid in respect of each Income Share and each Growth Share).

(B)

- (i) If, in the course of the liquidation of the Company, an amount of a debt or liability which is attributable to one Portfolio is met in whole or in part from assets attributable to any other Portfolio or Portfolios then assets of the first mentioned Portfolio of a value (conclusively determined by the Board) equivalent to such amount shall become attributed to the Portfolio or Portfolios from which the debt or liability has been met.
- (ii) If, in the course of liquidation of the Company the assets attributable to a particular Portfolio are insufficient to satisfy the Share Liabilities attributable to that Portfolio and that Portfolio's *pro rata* share of any other liabilities, the outstanding liabilities shall be attributed to the other Portfolio.

13. Voting

- (A) Subject to Article 13(B), the holders of the shares with rights over a Portfolio shall have the right to receive notice of and to attend and vote at any general meeting of the Company. At a general meeting on a show of hands a holder of a class of share who is present shall have one vote and on a poll a holder of a class of share who is present in person or by proxy shall, in respect of that class of share, have a number of votes equal to the relevant Share Voting Number for that class, multiplied by the number of shares of that class held by the holder of that class of shares.

(B)

- (i) Holders of shares with rights over the Growth Portfolio shall not have the right to vote on any resolution put to a general meeting of the Company in relation to the declaration of a dividend in respect of shares with rights over the Income Portfolio.
- (ii) Holders of shares with rights over a Portfolio shall not have the right to vote on any resolution put to a general meeting of the Company in relation to changes (material or otherwise) to the investment policy of the other Portfolio, or the appointment of a

manager to the other Portfolio or the termination of any such appointment or the terms (including any amendment or variation thereof) of any contract appointing such manager, or on any other resolutions which the Board determines are not relevant to the holders of shares in that particular Portfolio.

- (C) **"Share Voting Number"**, in respect of a class of share, means a number equal to the Net Asset Value of that Portfolio divided by the number of shares in that Portfolio calculated at the Voting Calculation Date. The Share Voting Number shall be given to two decimal places, unless this would result in two or more classes of share having the same Share Voting Number, in which case it shall be given to the number of decimal places which are required to differentiate between them. The determination by the Board of the Share Voting Number shall be final.
- (D) For the purposes of this Article 13, **"Net Asset Value"** means the net asset value published by the Company on the Voting Calculation Date (or, if the net asset value was not published on the Voting Calculation Date, the net asset value published on the day most closely preceding such day) in accordance with the accounting policies and principles from time to time adopted by the Board in connection with the preparation of the accounts of the Company.
- (E) The Board shall notify shareholders of the Share Voting Number in respect of each class of share, by either (i) printing the relevant Share Voting Number on the proxy form or online proxy appointment facility for the relevant meeting, or (ii) displaying the relevant Share Voting Number at the venue of, or on the electronic platform for, the relevant meeting or on a website in a prominent place.
- (F) The Company shall not, without the previous sanction of a special resolution of the holders of the shares with rights over a particular Portfolio (if any), passed at a separate meeting of such holders convened and held in accordance with the provisions of these Articles:
 - (i) pass a resolution to reduce the share capital or share premium of the Company attributable to the shares with rights over the relevant Portfolio in any manner; or
 - (ii) pass a resolution to alter, increase, consolidate, divide, cancel or purchase by the Company its share capital, except:
 - (a) as required on a conversion of shares or in circumstances contemplated in Article 14;
 - (b) to authorise the purchase by the Company, pursuant to Chapter 3 or 4 of Part 18 of the 2006 Act of such number of shares as shall together constitute not more

than 15 per cent. of any class of the equity shares of the Company (or such higher number as shall be permitted by the Listing Rules from time to time) as at the date of such resolution and so that:

- (1) the purchase of shares with rights over any other Portfolio shall be deemed not to constitute a variation of the class rights of holders of shares with rights over the Portfolio; and
 - (2) there shall be no limit to the number of such resolutions which may be passed;
 - (c) to authorise the purchase of Deferred Shares, pursuant to Chapter 3 or 4 of Part 18 of the 2006 Act for a nominal consideration and so that the purchase of Deferred Shares shall be deemed not to constitute a variation of the class rights of holders of shares; or
 - (iii) pass a resolution to authorise the issue and allotment of any security convertible into any share capital of the Company except:
 - (a) as required on a conversion of shares in the manner contemplated in Article 14;
 - (b) to authorise:
 - (1) the allotment by the Company pursuant to section 551 of the 2006 Act of relevant securities or any security convertible into any share capital of the Company; or
 - (2) the allotment of shares in the Company or the grant of rights to subscribe for, or to convert any security into, shares in the Company pursuant to section 551 of the 2006 Act,
- in either case, up to an aggregate nominal amount not exceeding one third of the then issued share capital of the Company as shown in the then latest published annual accounts of the Company;
- (c) to authorise the allotment by the Company, pursuant to section 570 or 571 of the 2006 Act of equity securities or any security convertible into any share capital of the Company for cash on a non pre-emptive basis, up to

the entire unissued share capital of the Company as shown in the then latest published annual accounts of the Company, and so that section 561 of the 2006 Act does not apply to the allotment of such equity securities or any security convertible into any share capital of the Company; or

- (iv) pass a resolution for the voluntary winding-up of the Company; or
 - (v) alter the memorandum or these Articles in such a way as to materially affect the class rights of holders of shares of the relevant Portfolio; or
 - (vi) pass a resolution authorising a liquidator to distribute assets of the Company attributable to the Portfolio on a winding-up of the Company; or
 - (vii) pass a resolution sanctioning borrowings of the Company in excess of the limit imposed in these Articles.
- (G) Notwithstanding any other provision of these Articles, the holders of Deferred Shares shall not be entitled to receive notice of, attend or vote at a general meeting of the Company.

14. Conversion of shares

- (A) Subject to the provisions of this Article 14, each holder of shares having rights over a Portfolio shall be entitled as set out in these Articles to convert all or any of his/her shares into shares having rights over the other Portfolio subject to such restrictions as the Board may impose from time to time on Overseas Persons with a view to avoiding any breach by the Company of the securities or other laws in such jurisdictions. The Board shall reclassify such shares in accordance with and subject to the procedure set out in this Article 14.
- (B) The Company shall make available to members the form of the Conversion Notice provided that the Board in its sole and absolute discretion may not provide a Conversion Notice to Overseas Persons unless they can satisfy the directors that it would be lawful to do so under the relevant overseas laws and regulations.
- (C) The term "**Conversion Notice**" means, in relation to any shares that are in certificated form on any Conversion Date, a Certificated Conversion Notice, or, in relation to any shares that are in uncertificated form on any Conversion Date, an Uncertificated Conversion Notice. Whether any shares are in certificated form or uncertificated form on a Conversion Date, and who is treated as the holder of (and of how many) Converting

Shares for the purposes of these Articles, shall be determined by reference to the Register as at 00.01 a.m. on that Conversion Date or Deferred Conversion Date, as the case may be, or such other time as the Board may (subject to the facilities and requirements of the relevant system concerned) in its sole and absolute discretion determine. If after the start of the Conversion Notice Period, shares in uncertificated form become shares in certificated form or shares in certificated form become shares in uncertificated form, then the Board shall, in its sole and absolute discretion, treat those shares as either uncertificated or certificated for the purposes of this Article 14 and shall modify the requirements in respect of those shares accordingly.

- (D) In relation to any shares that are in certificated form on any Conversion Date or Deferred Conversion Date, as the case may be, the right to convert shall be exercised (and treated by the Company as exercised) on that Conversion Date or Deferred Conversion Date, as the case may be, if a notice in such form as the Board may from time to time prescribe (in each case a "Certificated Conversion Notice") is duly completed and lodged with the Company's registrars at any time during the Conversion Notice Period ending approximately 30 days prior to that Conversion Date or Deferred Conversion Date, as the case may be, together with such other evidence (if any) as the Board may reasonably require of the title and claim of the person exercising such right to convert. To be valid, a Certificated Conversion Notice relating to shares held jointly must be signed by all holders.
- (E) In relation to any shares that are in uncertificated form on any Conversion Date or Deferred Conversion Date, as the case may be, the right to convert shall be exercised (and treated by the Company as exercised) on that Conversion Date or Deferred Conversion Date, as the case may be, if an Uncertificated Conversion Notice is received as referred to below at any time during the Conversion Notice Period ending approximately 30 days prior to prior to that Conversion Date or Deferred Conversion Date, as the case may be. For these purposes, an "Uncertificated Conversion Notice" shall mean a properly authenticated dematerialised instruction and/or other instruction or notification received by the Company or by such person as it may require in such form and subject to such conditions as may from time to time be prescribed by the Board (subject always to the facilities and requirements of the relevant system concerned). The Board may in addition determine when any such properly authenticated dematerialised instruction and/or other instruction or notification is to be treated as received by the Company or by such person as it may require for these purposes (subject always to the facilities and requirements of the relevant system concerned) and may treat instructions or notifications as received only once settled. Without prejudice to the generality of the foregoing, the effect of the properly authenticated dematerialised

instruction and/or other instruction or notification referred to above may be such as to divest the holder of the shares concerned of the power to transfer such shares to another person.

- (F) A Conversion Notice once lodged, in the case of a Certificated Conversion Notice, or received, in the case of an Uncertificated Conversion Notice, may not be withdrawn without the consent in writing of the Board. Except with the consent of the Board, a Conversion Notice or Uncertificated Conversion Notice must specify the number of Converting Shares which are to be converted to be effective. The Board may, in its sole and absolute discretion, specify a minimum number of Converting Shares which are to be converted by a member in the case of a class of share. The Board may, in its sole and absolute discretion, permit different arrangements to apply to any holder or nominee holder. The Board will specify a minimum net value of assets to be transferred from a Converting Portfolio to a Resulting Portfolio on any Conversion Date and may change any such minimum from time to time, in each case, in its sole and absolute discretion. If, on any Conversion Date, the value of assets to be so transferred would be less than such specified minimum, then the Board may, in its sole and absolute discretion, cancel any conversions of Converting Shares that would otherwise have been due to occur on that Conversion Date.
- (G) Conversion of such Converting Shares as are due to be converted on any Conversion Date (the "**Relevant Conversion Date**") shall be effected in accordance with Articles 14(H) to 14(J).
- (H)
- (i) As soon as practicable following the end of the Conversion Notice Period, the Board shall determine, based upon the number of Converting Shares to be converted as at the Conversion Date or the Deferred Conversion Date, as the case may be, whether the estimated value of the assets to be transferred from each Converting Portfolio to each Resulting Portfolio on a net basis would be greater, in total, than 5 per cent. or such other percentage as the Board may determine, of the estimated gross assets of the Converting Portfolio as at the Calculation Time (the "**Share Conversion Portfolio Threshold**").
- (ii) Where the estimated net asset value to be transferred is greater than the Share Conversion Portfolio Threshold and/or the Board in its sole and absolute discretion determines that a Deferred Conversion Date is needed, the following provisions shall apply:

- (a) the conversion shall take place at the Deferred Conversion Date and the Calculation Time shall be interpreted accordingly;
 - (b) the Conversion Ratios applicable where the Share Conversion Portfolio Threshold is exceeded shall apply; and
 - (c) assets comprising that proportion of the Converting Portfolio which the total number of Converting Shares with rights over the relevant Portfolio bears to the total number of shares having rights over the Converting Portfolio at the close of business on the Conversion Date (and which assets comprising that proportion shall be chosen by the directors in their sole and absolute discretion) shall be segregated from the remainder of the assets comprising the Converting Portfolio in a separate pool (the "**Share Conversion Portfolio**") and from that date those assets shall be realigned by the manager of the Resulting Portfolio in order to meet the investment policies and guidelines of the Resulting Portfolio, such realignment to be effected as soon as reasonably practicable (to be determined by the Board in its sole and absolute discretion) and so far as possible no later than one month after the Conversion Date which would have applied had the Share Conversion Portfolio Threshold not been met.
- (iii) Where the estimated net asset value to be transferred is less than the Share Conversion Portfolio Threshold and/or the Board in its sole and absolute discretion determines that a Deferred Conversion Date is not needed, the following provisions shall apply:
- (a) conversion shall take place on the Conversion Date and the Calculation Time shall be interpreted accordingly; and
 - (b) the Conversion Ratios applicable where the Share Conversion Portfolio Threshold is not exceeded shall apply.
- (l) Prior to the relevant Conversion Calculation Time:
- (i) the Board shall take all reasonable steps to determine:

- (a) the Conversion Ratio applicable on the relevant Conversion Date or Deferred Conversion Date, as the case may be;
 - (b) the numbers of Resulting Shares and Deferred Shares to which each holder of Converting Shares is entitled on conversion, calculated in accordance with Article 14(J); and
 - (c) any adjustments required to be made under Article 14(R); and
 - (ii) the Board may instruct the Auditors to report on whether such determinations have been performed in accordance with these Articles and the guidelines referred to in Article 14(Q) and are arithmetically accurate, and if the Auditors shall so report then such determinations shall become final and binding on the Company and its members.
- (J) Following completion of the matters set out in Article 14(I) and with effect from the relevant Conversion Calculation Time the Converting Shares held by each registered holder of such Converting Shares shall be converted into that number of Resulting Shares resulting from multiplying the number of such Converting Shares by the Conversion Ratio but so that:
- (i) if the aggregate nominal value of the Converting Shares is greater than the aggregate nominal value of the Resulting Shares which would arise upon such conversion:
 - (a) the Converting Shares shall be consolidated, sub-divided and converted into such number of Resulting Shares as aforesaid; and
 - (b) one Deferred Share shall also arise in respect of each Converting Share with a nominal value equal to the difference between the aggregate nominal value of the Converting Shares and the aggregate nominal value of the Resulting Shares divided by the number of Deferred Shares so created; and
 - (ii) if the aggregate nominal value of the Converting Shares is less than the aggregate nominal value of the Resulting Shares which would arise upon such conversion:
 - (a) the Converting Shares shall be consolidated, sub-divided and converted into Resulting Shares with a nominal value equal to the aggregate nominal value of

such Converting Shares divided by the number of Resulting Shares thereby arising; and

- (b) contemporaneously with the conversion of the Converting Shares, each share of the class into which the Converting Shares are being converted (other than the Resulting Shares arising on such conversion and any shares of that class which are Converting Shares) shall be sub-divided into Resulting Shares with a nominal value equal to the nominal value determined pursuant to Article 14(J)(ii)(a) and a Deferred Share with a nominal value equal to the difference between the nominal value of a Resulting Share immediately prior to such sub-division and the nominal value referred to in Article 14(J)(ii)(a),

provided that, if, on any Conversion Date, both Article 14(J)(i) and 14(J)(ii) apply (or would otherwise apply), Article 14(J)(i) shall be applied first.

- (K) The assets (which may comprise investments, cash or other current assets or any combination of investments, cash or other current assets) transferred in connection with any conversion of Converting Shares to Resulting Shares and the accounting treatment of such transfers shall be determined by or in accordance with guidelines set by the Board. The Board shall procure that all necessary transfers of assets and accounting entries are made so as to give effect to and record such conversions.
- (L) The Company will use its reasonable endeavours to procure that shares arising on conversion (other than Deferred Shares) are admitted to the Official List of the FCA and admitted to trading by the London Stock Exchange.
- (M) Shares arising on conversion (other than Deferred Shares) shall carry the right to receive all dividends and other distributions declared, paid or made on the shares having rights over the Resulting Portfolio by reference to a record date falling after the Conversion Calculation Time at which they arise, but not by reference to a record date falling before that Conversion Calculation Time and shall otherwise rank pari passu in all respects with the shares having rights over the Resulting Portfolio then in issue and fully paid.
- (N) Following the Board's determination pursuant to Article 14(C), unless the Board otherwise determines, or unless the regulations and/or the rules of the relevant system concerned otherwise require, the shares arising on conversion shall be in uncertificated form (where the Converting Shares converted were in uncertificated form on the Conversion Date or Deferred

Conversion Date, as the case may be) or in certificated form (where the Converting Shares converted were in certificated form on the Conversion Date or Deferred Conversion Date, as the case may be).

- (O) Any Deferred Shares arising on conversion will be in certificated form (unless the Board otherwise determines), and will (save as provided below) not be transferable. The Board may at any time resolve that any Deferred Shares shall be transferred for no consideration to a person nominated by it and for that purpose shall be entitled to nominate a person to execute any form of transfer or other document necessary to give effect thereto as attorney for the holder of any such Deferred Shares. Subject to the provisions of the Statutes and to any relevant authority of the Company in general meeting required by the Statutes, the Board shall be empowered, for the purpose of giving effect to any conversion, consolidation or sub-division of Deferred Shares into any other class of shares of the Company, to authorise any person to execute any transfer of shares of any class (including but not limited to Deferred Shares) which may in the opinion of the Board be expedient for such purposes.
- (P) As soon as practicable:
 - (i) the Company shall send to each holder of Converting Shares that are in certificated form, by post at his own risk, free of charge, a definitive certificate for the appropriate number in each case of fully-paid shares, arising on conversion and a new certificate for any unconverted shares comprised in any certificates surrendered by him. In the meantime, transfers by such holders of Shares in certificated form shall be certified against the Register; and
 - (ii) the Company shall announce the Conversion Ratio applicable on the Conversion Date or Deferred Conversion Date, as the case may be, and the number of Resulting Shares in accordance with the Listing Rules.
- (Q) The Board shall set guidelines for the determination of the value of investments, current assets and liabilities of the Company used in the calculation of the Conversion Ratio. These guidelines shall include the method of valuing quoted and unquoted investments, the treatment of any non-sterling denominated investments, assets or liabilities, the accrual policy for income and expenses and such other matters as the Board considers appropriate. The Board, having consulted with the Auditors, shall be entitled from time to time to make such changes to the guidelines as may be fair and reasonable.
- (R) The Board may:

- (i) change the date or dates on which Conversion Dates fall;
 - (ii) set additional Conversion Dates;
 - (iii) change the Conversion Ratio as the Board (after consultation with the Auditors) shall consider fair and reasonable;
 - (iv) make such allocation of costs associated with the conversion of the Converting Shares to Resulting Shares, as the Board (after consultation with the Auditors) shall consider fair and reasonable, including at their sole discretion resolve that the costs associated with the conversion will be borne in full or in part by the Company;
 - (v) change the period of days and the time specified in the definition of Conversion Notice Period and/or treat a Conversion Notice as effective in respect of a Conversion Date or Deferred Conversion Date, as the case may be, notwithstanding that the Conversion Notice is received outside the Conversion Notice Period relating to that Conversion Date or Deferred Conversion Date, as the case may be;
 - (vi) at any time prior to the completion of the matters set out in Articles 14(H) and 14(J) in respect of a Conversion Date or Deferred Conversion Date, as the case may be, cancel or postpone to a later date set by the Board any conversions of Converting Shares due to occur on that Conversion Date or Deferred Conversion Date, as the case may be, if the Board determines that such a cancellation or postponement would be in the best interests of members; and
 - (vii) make such other changes to the procedure by which or the basis on which shares are to convert as the Board (after consultation with the Auditors) shall consider fair and reasonable.
- (S) If the net assets of a particular Portfolio on a Conversion Date are, or would be following the relevant conversion, less than £2,000,000 or if at any time less than 25 per cent. of the Income Shares or the Growth Shares are, or would be following any relevant conversion, held in public hands (as defined in the Listing Rules) the Board may, having consulted with the Auditors, dissolve the relevant Portfolio ("**Dissolving Portfolio**") or put forward alternative proposals to the holders of the shares which the directors believe to be most likely to promote the interests of the holders of shares having rights over the relevant Portfolio and the success of the Company for the benefit of its members as a whole.

The Board shall discharge the Share Liabilities attributable to the Dissolving Portfolio from the assets attributable to that Portfolio. The

Board may, in its sole and absolute discretion, require that any existing holders of shares with rights over that Portfolio be deemed to have elected to convert their shareholding in accordance with Article 14 and their shares shall be converted into the shares of the other Portfolio, as determined by the Board in its sole and absolute discretion, in accordance with Articles 14(H) to 14(J). The Company shall comply with all legislation and regulations in force from time to time in dissolving such Portfolio and removing the shares attributable to the Dissolving Portfolio from the Official List of the FCA and from trading on the London Stock Exchange.

For the avoidance of doubt and notwithstanding any other provision of these Articles, following the dissolution of any Portfolio no holder of shares having rights over the other Portfolio shall be entitled to convert any of his/her shares into shares having rights over the dissolved Portfolio.

(T) The Board may set, at any time, a maximum number of Growth Shares or Income Shares which may be converted on any Conversion Date and may change such maximum from time to time, in each case, in its sole and absolute discretion. On any Conversion Date on which the Board resolves to give effect to Conversion Notices, the Company will not give effect to Conversion Notices in respect of more than any such maximum number of Growth Shares or Income Shares. If on any Conversion Date the number of Growth Shares or Income Shares for which valid Conversion Notices have been delivered (accompanied by any relevant documents) would, if the same were given effect to, cause the limit described in this Article 14(T) to be exceeded, the number of Growth Shares or Income Shares, as the case may be, will be reduced *pro rata* according to the number of Growth Shares or Income Shares, as the case may be, to which each such Conversion Notice relates and each such Conversion Notice will be deemed not to apply to the balance of the Growth Shares or Income Shares, as the case may be, to which it would otherwise apply.

(U)

(i) All calculations required to be carried out shall, so far as is reasonably practicable, be expressed to such number of decimal places as is necessary to ensure that no such conversion, subdivision, redesignation, consolidation or other like transaction as is mentioned in and effected under this Article 14 shall give rise to any change (including a fractional change) in the amount of the aggregate nominal capital of the Company.

(ii) Where any such calculation is a division the result of which is a recurring number, that number shall be rounded to five decimal places and any other calculation made contemporaneously shall be adjusted in such manner (in each case) as may be

mathematically appropriate to secure compliance with the provisions of the preceding sub-paragraph of this Article 14(U).

15. Rights attached to shares

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

16. Redeemable shares

Subject to the provisions of the Statutes and to any rights previously conferred on the holders of any other shares, any share may be issued which is to be redeemed, or is liable to be redeemed at the option of the Company or the holder and the Board is authorised to determine the terms, conditions and manner of redemption of any such shares.

17. Purchase of own shares

Subject to the provisions of the Statutes, to the provisions relating to voting rights set out in Article 13 and to any other rights previously conferred on the holders of any class of shares and to any requirements imposed by the FCA in respect of securities admitted to listing, the Company may purchase or may enter into a contract under which it will or may purchase all or any of its shares of any class, including any redeemable shares. Neither the Company nor the Board shall be required to select the shares to be purchased rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares.

18. Variation of rights

Subject to the provisions of the Statutes and to Article 13, all or any of the rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be varied either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of those shares. All the provisions of these Articles as to general meetings of the Company shall, *mutatis mutandis*, apply to any such separate general meeting, but so that the necessary quorum shall be two persons holding or representing by proxy not less than one-third in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares), (but so that at any adjourned meeting one holder present in person or by proxy (whatever the number of shares held by him) shall be a quorum), that every holder of shares of the class present in person or by proxy (excluding any shares of

that class held as treasury shares) shall be entitled on a poll to one vote for every share of the class held by him (subject to any rights or restrictions attached to any class of shares) and that any holder of shares of the class present in person or by proxy may demand a poll. The foregoing provisions of this Article shall apply to the variation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class and their special rights were to be varied.

19. *Pari passu* issues

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

20. Unissued shares

Subject to the provisions of the Statutes and these Articles and without prejudice to any rights attached to existing shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board which may offer, allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and for such consideration and upon such terms as the Board may decide.

21. Payment of commission

The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent permitted by, and in accordance with, the Statutes. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

22. Trusts not recognised

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

23. Suspension of rights where non-disclosure of interest

(A) Where the holder of any shares in the Company, or any other person appearing to be interested in those shares, fails to comply within the relevant period with any statutory notice in respect of those shares, the Company may give the holder of those shares a further notice (a "restriction notice") to the effect that from the service of the restriction notice those shares will be subject to some or all of the relevant

restrictions, and from service of the restriction notice those shares shall, notwithstanding any other provision of these Articles, be subject to those relevant restrictions accordingly.

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

a sale is an **"arm's length sale"** if the Board is satisfied that it is a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the holder or with any person appearing to be interested in such shares and shall include a sale made by way of or in pursuance of acceptance of a takeover offer and a sale made through the London Stock Exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded. For this purpose an associate (within the definition of that expression in any statute relating to insolvency in force at the date of adoption of this Article) shall be included amongst the persons who are connected with the holder or any person appearing to be interested in such shares;

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

"person with a 0.25 per cent. interest" means a person who holds, or is shown in any Register kept by the Company under the Statutes as having an interest in, shares in the Company which comprise in total at least 0.25 per cent. in number or nominal value of the shares of the Company, or of any class of such shares, in issue at the date of service of the statutory notice or the restriction notice (as the case may be) (calculated exclusive of treasury shares);

"relevant period" means a period of 14 days following service of a statutory notice;

"relevant restrictions" mean in the case of a restriction notice served on a person with a 0.25 per cent. interest that:

- (i) the shares shall not confer on the holder any right to attend or vote either personally or by proxy at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings;
- (ii) the Board may withhold payment of all or any part of any dividends (including shares issued in lieu of dividends) payable in respect of the shares;
- (iii) the Board may (subject to the requirements of the Uncertificated Securities Regulations) decline to register a transfer of the

shares or any of them unless such a transfer is pursuant to an arm's length sale

and in any other case mean only the restriction specified in subparagraph (i) of this definition; and

"**statutory notice**" means a notice served by the Company under the Statutes requiring particulars of interests in shares or of the identity of persons interested in shares.

24. **Uncertificated shares**

(A) Pursuant and subject to the Uncertificated Securities Regulations, (referred to in this Article as "the Regulations"), the Board may permit title to shares of any class to be evidenced otherwise than by a certificate and title to shares of such a class to be transferred by means of a relevant system and may make arrangements for a class of shares (if all shares of that class are in all respects identical) to become a participating class. Title to shares of a particular class may only be evidenced otherwise than by a certificate where that class of shares is for the time being a participating class. The Board may also, subject to compliance with the Regulations and the rules of any relevant system, determine at any time that title to any class of shares may from a date specified by the Board no longer be evidenced otherwise than by a certificate or that title to such a class shall cease to be transferred by means of any particular relevant system. For the avoidance of doubt, shares which are uncertificated shares shall not be treated as forming a class which is separate from certificated shares with the same rights. Subject to Article 24(E), the Company shall enter on the Register, in respect of any participating class, the number of shares that each member having both uncertificated and certificated shares of that class holds in uncertificated form and certificated form respectively.

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

- (i) the holding of shares of that class in uncertificated form;
- (ii) the transfer of title to shares of that class by means of a relevant system; and
- (iii) any provision of the Regulations,

and, without prejudice to the generality of this Article, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the maintenance, keeping or entering up by the

Operator, so long as that is permitted or required by the Regulations, of an Operator register of securities in respect of that class of shares in uncertificated form.

- (C) Shares of a class which is for the time being a participating class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the Regulations and the rules of any relevant system.
- (D) Unless the Board otherwise determines or the Regulations or the rules of the relevant system concerned otherwise require, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.
- (E) The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the Regulations and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of the particulars entered in the Operator register of securities and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance on such assumption.

25. Right to share certificates

Subject to the provisions of the Uncertificated Securities Regulations, the rules of any relevant system and these Articles, every person (except a person to whom the Company is not by law required to issue a certificate) whose name is entered in the Register as a holder of any certificated shares shall be entitled, without payment, to receive within the time limits prescribed by the Statutes one certificate for all those shares of any one class or several certificates each for one or more of the shares of the class in question upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board may from time to time decide. In the case of a certificated share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A member who transfers some but not all of the shares comprised in a certificate shall be entitled to a certificate for the balance without charge. The Company shall not be bound to register more than four persons as the joint holders of a share. For the avoidance of doubt, the Company may issue a certificate in relation to uncertificated shares when required to do so by a holder of uncertificated shares.

26. Replacement of share certificates

If a share certificate is defaced, worn out, lost or destroyed, it may be replaced on such terms (if any) as to evidence and indemnity as the Board may decide and, where it is defaced or worn out, after delivery of the old certificate to the Company.

Any two or more certificates representing shares of any one class held by any member shall at his request be cancelled and a single new certificate for such shares issued in lieu. Any certificate representing shares of any one class held by any member may at his request be cancelled and two or more certificates for such shares may be issued instead. The Board may require the payment of any administration and exceptional out-of-pocket expenses of the Company incurred in connection with the issue of any certificates under this Article. Any one of two or more joint holders may request replacement certificates under this Article.

27. Execution of share certificates

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

LIEN

28. Company's lien on shares not fully paid

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable to the Company (whether presently or not) in respect of that share. The Company's lien on a share shall extend to every amount payable in respect of it. The Board may at any time either generally or in any particular case waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Article.

29. Enforcing lien by sale

(A) The Company may sell, in such manner as the Board may decide, any share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after a notice in writing has been served on the holder of the share or the person who is entitled by transmission to the share and who has supplied the Company with an address within the United Kingdom for the service of notices, demanding payment and stating that if the notice is not complied with the share may be sold.

(B) To give effect to the sale:

- i. in the case of a share in certificated form, the Board may authorise any person to sign an instrument of transfer of the share sold to or in accordance with the directions of the purchaser;

- ii. in the case of a share in uncertificated form, the Board may (to enable the Company to deal with the share in accordance with the provisions of this Article) require the Operator of a Relevant System to convert the share into certificated form and, after such conversion, authorise any person to sign an instrument of transfer of the share sold to or in accordance with the directions of the purchaser; and
 - iii. the Board may authorise any person to take such other steps (including the giving of directions to or on behalf of the Holder of the share or the person who is entitled by transmission to the share, who shall be bound by them) as the Board consider fit to effect the sale.
- (C) The transferee shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in relation to the sale.

30. Application of proceeds of sale

The net proceeds, after payment of the costs, of the sale by the Company of any share on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as it is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale and upon surrender, if required by the Company, for cancellation of the certificate for the share sold) be paid to the person who was entitled to the share at the time of the sale.

CALLS ON SHARES

31. Calls

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

32. Payment on calls

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

33. Liability of joint holders

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

34. Interest due on non-payment

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

35. Sums due on allotment treated as calls

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

36. Power to differentiate

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

37. Payment of calls in advance

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

FORFEITURE AND SURRENDER OF SHARES

38. Notice to pay unpaid calls and forfeiture

If any member fails to pay in full any call or instalment on or before the day appointed for payment thereof, the Board may, at any time thereafter, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which, and the place within the United Kingdom where, such

call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited. If the requirements of any such notice as aforesaid are not complied with, the Board may by resolution at any time thereafter, but before the payment of all calls or instalments and interest and expenses due in respect thereof has been made, forfeit any share in respect of which such notice has been given. Such forfeiture shall extend to all dividends declared in respect of the shares so forfeited and not actually paid before such forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Board. The Board may accept a surrender of any share liable to be forfeited hereunder and, in that event, reference in these Articles to forfeiture shall include surrender.

39. Notice of forfeiture

Any person whose shares have been forfeited or surrendered shall cease to be a member in respect of those shares. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall be served upon the person who was, before forfeiture, the holder of the share, or the person entitled to the share by transmission, and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be invalidated by any failure to give such notice or make such entry as aforesaid.

40. Forfeited shares to be the property of the Company

A share so forfeited or surrendered shall become and be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of to such person (including the person who was before such forfeiture or surrender the holder thereof or entitled thereto) and in such manner and upon such terms, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender, as the Board thinks fit; provided that the Company shall not exercise any voting rights in respect of such share. Any such share not disposed of in accordance with the foregoing provision of this Article within a period of three years from the date of its forfeiture or surrender shall thereupon be cancelled in accordance with the provisions of the Statutes. For the purpose of giving effect to any such sale or other disposition:

- (A) in the case of a share in certificated form, the Board may authorise any person to execute an instrument of transfer to the purchaser of such share or other person becoming entitled thereto;
- (B) in the case of a share in uncertificated form, the Board may:
 - (i) to enable the Company to deal with the share in accordance with this Article, require the Operator of a relevant system to convert the share into certificated form; and

- (ii) after such conversion, authorise any person to execute an instrument of transfer to the purchaser of such share or other person becoming entitled thereto,

and/or take such other steps as the Board thinks fit to effect the sale or other disposition. The Company may receive the consideration (if any) given for the share on its sale or disposal (which consideration shall belong to the Company) and the Company shall not be liable in any respect to the person whose share has been forfeited for such consideration, and the Company may use such consideration for any purpose as the Board may from time to time decide.

41. Board may annul forfeiture

The Board may, at any time before any share so forfeited or surrendered shall have been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon such terms as it thinks fit.

42. Forfeiture not to extinguish liability to pay

Any person whose shares have been forfeited or surrendered shall, notwithstanding that he shall have ceased to be a member in respect of those shares, remain liable to pay to the Company all moneys which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the shares, together with interest thereon at the rate of fifteen per cent. per annum (or such lower rate as the Board may determine) from the time of forfeiture or surrender until the time of payment, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares, together with interest as aforesaid. The Board may at its 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 or waive payment in whole or in part.

43. Statutory declaration as to forfeiture

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

TRANSFER OF SHARES

44. Transfer

Subject to such of the restrictions of these Articles as may be applicable:

- (i) any member may transfer all or any of his uncertificated shares by means of a relevant system in such manner provided for, and subject as provided in the Uncertificated Securities Regulations and the rules of any relevant system, and accordingly no provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred; and
- (ii) any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the Board may approve. The instrument of transfer shall be executed by or on behalf of the transferor and (in the case of a partly paid share) the transferee, and the transferor shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the Register in respect of it. All instruments of transfer, when registered, may be retained by the Company.

45. Rights to decline registration of partly paid shares

The Board may, in its absolute discretion and without giving any reason for so doing, decline to register any transfer of any share which is not a fully paid share provided that where such share is admitted to the Official List of the FCA such discretion may not be exercised in such a way as to prevent dealings in shares of that class from taking place on an open and proper basis.

46. Other rights to decline registration

- (A) The Board may only decline to register a transfer of an uncertificated share in the circumstances set out in the Uncertificated Securities Regulations, and where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.
- (B) The Board may decline to register any transfer of a certificated share unless:
 - (i) the instrument of transfer is left at the Office or such other place as the Board may from time to time determine accompanied (save in the case of a transfer by a person to whom the Company is not required by law to issue a certificate and to whom a certificate has not been issued) by the certificate for the share to which it relates and such other evidence as the Board may reasonably require to show the right of the person executing the instrument of transfer to make the transfer;
 - (ii) (if stamp duty is generally chargeable on transfers of certificated shares) the instrument of transfer is duly stamped or adjudged or certified as not chargeable to stamp duty;

- (iii) the instrument of transfer is in respect of only one class of share;
and
- (iv) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.

47. Notice of refusal

If the Board declines to register a transfer of a share it shall, within two months after the date on which the instrument of transfer was lodged or, in the case of uncertificated shares, within two months after the date on which the relevant Operator-instruction is received, send to the transferee notice of the refusal.

48. No fee for registration

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

49. Registration of transfers may be suspended

Subject to the Statutes and the requirements of the FCA, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine and either generally or in respect of any class of shares. The Register shall not be closed, either generally or otherwise, for more than thirty days in any year, nor shall the register of a participating security be closed without the consent of the Operator of the relevant system.

50. Untraced shareholders

The Company may sell any shares in the Company on behalf of the holder of, or person entitled by transmission to, the shares by instructing their sale on the London Stock Exchange, or on any other stock exchange outside the United Kingdom on which the Company's shares are normally traded, at the best price reasonably obtainable at the time of the sale if:

- (i) the shares have been in issue either in certificated or uncertificated form throughout the qualifying period and at least three cash dividends have become payable on the shares during the qualifying period;
- (ii) no cash dividend payable on the shares has either been claimed by presentation to the paying bank of the relevant cheque, warrant or similar financial instrument or been satisfied by the transfer of funds to an account with a bank or other financial institution or organisation operating deposit accounts designated by the holder of, or person entitled by transmission to, the shares or by the transfer of funds by means of a

relevant system or other funds transfer system at any time during the relevant period;

- (iii) the Company has sent a notice to the last known postal address the Company has for the holder of, or person entitled by transmission to, the shares or the postal address at which service of notices may be effected under these Articles, giving notice of its intention to sell the shares, the Company being satisfied that prior to sending such notice the Company has made such efforts as it considers reasonable to trace the relevant holder of, or person entitled by transmission to, the shares, which may include employing a professional asset reunification company or other tracing agent; and
- (iv) during the qualifying period and for three months after sending the notice referred to in sub-paragraph (iii) above, so far as any director of the Company is aware, the Company has not received any communication from the holder of, or person entitled by transmission to, the shares.

For the purpose of this Article:

"the qualifying period" means the period of twelve years immediately preceding the date of the sending of the notice referred to in sub-paragraph (iii) above; and

"the relevant period" means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of sub-paragraphs (i) to (iv) above have been satisfied.

If during any relevant period further shares have been issued in right of those held at the beginning of that relevant period or of any previously so issued during that relevant period and all the requirements of sub-paragraphs (ii) to (iv) above have been satisfied in regard to the further shares, the Company may also sell the further shares.

To give effect to the sale of any share pursuant to this Article:

- (i) in the case of a share in uncertificated form, the Board may require the Operator of a relevant system to convert the share into certificated form and, after such conversion, authorise any person to transfer the share in question and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the share;
- (ii) in the case of a share in certificated form, the Board may authorise any person to transfer the share in question and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares; and

- (iii) the Board may authorise any person to take such other steps (including the giving of directions to or on behalf of the holder of, or the person entitled by transmissions to, the share, who shall be bound by them) as the Board consider fit to effect the sale.

The purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of sale of any share sold pursuant to this Article, together with any unpaid or unclaimed dividends or other moneys payable in respect of such share (to the extent not already forfeited under these Articles), shall be forfeited and shall belong to the Company and the Company will not be liable in any respect to the former holder of, or person entitled by transmission to, the share by law for such proceeds of sale or such dividends or other moneys. The Company may use such proceeds of sale, dividends and other moneys for any purpose as the Board may from time to time decide.

TRANSMISSION OF SHARES

51. Transmission on death

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

52. Entry of transmission in register

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

53. Election of person entitled by transmission

Any person entitled by transmission to a share may, subject as provided elsewhere in these Articles, elect either to become the holder of the share or to have some person nominated by him registered as the holder. If he elects to be registered himself he shall give notice to the Company to that effect. If he elects to have another person registered, he shall transfer title to the share to that person. The Board may at any time give notice requiring the person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may withhold payment of all dividends and other moneys payable in respect of the share until the requirements of the notice have been complied with. All the provisions of these Articles relating to the transfer of, and registration of transfers of, shares shall apply to the notice or transfer as if the

death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or transfer was given or executed by the member.

54. Rights of person entitled by transmission

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease, but the person entitled by transmission to the share may give a good discharge for any dividends or other moneys payable in respect of it and shall have the same rights in relation to the share as he would have had if he were the holder of it save that, until he becomes the holder, he shall not be entitled in respect of the share (except with the authority of the Board) to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company.

ALTERATION OF SHARE CAPITAL

55. Fractions

Subject to any direction by the Company in general meeting, whenever as a result of any consolidation and division or sub-division of shares any members of the Company would become entitled to any issued shares of the Company in fractions, the Board may deal with such fractions as it shall determine and in particular may sell the shares to which members would become so entitled in fractions to any person (including, subject to the provisions of the Statutes, the Company) for the best price reasonably obtainable and pay and distribute to and amongst the members entitled to such shares, in due proportions, the net proceeds of the sale thereof provided that where the entitlement of a member is to a sum of less than £3.00 then such sum may be retained by the Company for its own benefit. For the purpose of giving effect to any such sale the Board may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. So far as the Statutes allow, the Board may treat certificated shares of a member and uncertificated shares of the same member as separate holdings in giving effect to subdivisions and/or consolidations and may cause any shares arising on consolidation or subdivision and representing fractional entitlements to be entered in the Register as certificated shares where this is desirable to facilitate the sale thereof.

56. Reduction of capital

Subject to the provisions relating to voting rights set out in Article 13 and Article 18, to any other voting rights relating to the classes of shares and to the provisions of the Statutes, the Company may by special resolution reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any manner permitted by, and in accordance with, the Statutes.

GENERAL MEETINGS

57. General meetings

Any meeting of the Company other than an annual general meeting shall be called a general meeting. The provisions in these Articles that relate to a general meeting shall also apply to an annual general meeting where applicable.

58. Annual general meetings

The Board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Statutes.

59. Ordinary business

Except where prohibited by law, Ordinary business shall mean and include only business transacted at a general meeting of the following types:

- (i) declaring a dividend, including granting authority for a scrip alternative;
- (ii) receiving and/or adopting the accounts, the reports of the directors and auditors and other documents required to be annexed to the accounts;
- (iii) re-appointing the Auditors and authorising the directors to fix their remuneration;
- (iv) re-appointing directors and appointing directors to replace those retiring at the meeting and not offering themselves for reappointment;
- (v) granting, renewing or varying authority to allot and issue new shares or issue shares by transfer out of treasury or to disapply pre-emption rights in relation to such allotment and issue;
- (vi) granting or renewing an authority for the Company to purchase its own shares; and
- (vii) calling general meetings on fourteen clear days' notice.

60. Convening of and participating in general meetings

- (A) The Board may convene a general meeting whenever it thinks fit.
- (B) The Board shall determine in relation to each general meeting (including a postponed or adjourned meeting) the means of attendance at and participation in the meeting, including whether persons entitled to attend and participate in the meeting shall be enabled to do so:
 - (i) by means of an electronic platform or platforms pursuant to Article 61 (but for the avoidance of doubt, the Board shall be

under no obligation to offer or provide such platform, whatever the circumstances); and/or

- (ii) by attendance and participation at one or more physical locations (including at any Satellite Location pursuant to Article 63).
- (C) The Board may make whatever arrangements it considers fit to allow those entitled to do so to attend and participate in any general meeting. In this respect, the Board may authorise the use of or require any voting application, system or facility for electronic meetings as the Board considers appropriate.
- (D) Unless the notice of meeting says otherwise or the chairman of the meeting decides otherwise, a general meeting shall be treated as taking place where the chairman of the meeting is at the time of the meeting.
- (E) Two or more persons who may not be in the same place as each other attend and participate in a general meeting if they are able to exercise their rights to speak and vote at that meeting. A person is able to exercise the right to speak at a general meeting if the Chairman of the general meeting is satisfied that arrangements are in place so as to enable that person to communicate to all those attending the meeting while the meeting is taking place (which communication may be by means of the submission of written communication through an electronic platform). A person is able to exercise the right to vote at a general meeting if that person can vote on resolutions put to the meeting (or, in relation to a poll, can vote within the required time frame) and that person's vote can be taken into account in deciding whether or not such resolutions are passed at the same time as the votes of others attending the meeting.

61. Electronic meetings

- (A) The Board may decide to enable persons entitled to attend a general meeting to do so by simultaneous attendance by means of an electronic platform with no persons necessarily in physical attendance together at the meeting. Members or their proxies or duly authorised corporate representatives present by means of such electronic platform shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that general meeting shall be duly constituted and its proceedings valid, if the chairman of the general meeting is satisfied that adequate facilities are available throughout the meeting to enable all members and their proxies and duly authorised corporate representatives attending the meeting by whatever means to:
- (i) participate in the business for which the general meeting has been convened; and
 - (ii) hear all persons who speak at the general meeting,

but under no circumstances shall the inability of one or more attendees to access, or continue to access, the electronic platform for participation in the meeting despite adequate facilities being made available by the Company affect the validity of the meeting or any business conducted at the meeting.

- (B) If it appears to the chairman of the general meeting that the electronic platform, facilities or security at the electronic meeting have become inadequate for the purposes of holding the meeting, then the chairman may, without the consent of the general meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the time of that adjournment shall be valid and the provisions of Article 72 shall apply to that adjournment.
- (C) If at any general meeting at which persons are entitled to participate by means of an electronic platform, any document is required to be on display or available for inspection at the meeting (whether prior to or for the duration of the meeting or both), the Company shall ensure that the relevant document is available in electronic form to persons entitled to inspect it for at least the required period of time, and this will be deemed to satisfy any such requirement.
- (D) When deciding whether a person is attending or participating in a meeting other than at a physical location, it is immaterial where that person is or how that person is able to communicate with others who are attending and participating.

62. Separate general meetings

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

63. General meeting held at more than one physical location

- (A) A general meeting may be held at more than one physical location if:
 - (i) the notice convening the meeting specifies that it shall be held at more than one location; or
 - (ii) the Board resolves, after the notice convening the meeting has been given, that the meeting shall be held at more than one location; or

- (iii) it appears to the chairman of the meeting that the location of the meeting specified in the notice convening the meeting is inadequate to accommodate all persons entitled and wishing to attend.

- (B) If the Board or the chairman of the meeting decide that a general meeting shall be held at more than one physical location, the Board or the chairman of the meeting shall direct that the meeting shall take place at the location at which the chairman of the meeting shall preside (the “**Principal Place**”) and shall make arrangements, either before or during the meeting, for simultaneous attendance and participation in the meeting by persons (being entitled to do so) attending the meeting at one or more other physical locations (whether within the same premises or not as the Principal Place) (each a “**Satellite Location**”). Such arrangements may include arrangements for controlling or regulating the level of attendance, and the safety and security of attendees, at any of such locations in the manner set out in Article 69.

- (C) The members present in person or by proxy or by duly authorised corporate representative at each Satellite Location shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that general meeting shall be duly constituted and its proceedings valid, if the chairman of the general meeting is satisfied that adequate facilities are available throughout the meeting to enable all members and their proxies and duly authorised corporate representatives attending the meeting by whatever means to:
 - (i) participate in the business for which the general meeting has been convened; and
 - (ii) hear all persons who speak at the general meeting,

- (D) A person (a “**Satellite Chair**”) shall preside at each Satellite Location (if any). Each Satellite Chair shall be appointed by the Board or the chairman of the meeting, or by some person to whom the Board or the chairman of the meeting has delegated the task. Every Satellite Chair may take such action as he or she thinks necessary to maintain good order at the location where he or she is presiding and every Satellite Chair shall have all powers necessary or desirable for that purpose. Every Satellite Chair shall also carry out all requests made of them by, or on behalf of, the chairman of the meeting in relation to the conduct of the meeting and every Satellite Chair shall have all powers necessary or desirable for that purpose.

- (E) For the purposes of all other provisions of these Articles (unless the context requires otherwise), any general meeting which has a Principal Place and one or more Satellite Locations shall be treated as being held and taking place at the Principal Place and the powers of the chairman of

the meeting shall apply equally to the Satellite Locations, including the chairman's power to adjourn the meeting under Article 72.

- (F) If it appears to the chairman of the general meeting that the facilities at the Principal Place or at any Satellite Location have become inadequate for the purposes of holding the meeting, then the chairman may, without the consent of the general meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the time of that adjournment shall be valid and the provisions of Article 72 shall apply to that adjournment.
- (G) Nothing in this Article shall limit or restrict the Board's right to enable persons to simultaneously attend and participate at a general meeting by means of an electronic platform in accordance with these Articles.

NOTICE OF GENERAL MEETINGS

64. Notice

An annual general meeting shall be convened by not less than twenty-one clear days' notice in writing. Subject to the Statutes, all other general meetings shall be convened by not less than fourteen clear days' notice in writing. The notice shall specify:

- (i) the place at and/or electronic platform through which the meeting will take place and the day and time of the meeting;
- (ii) the general nature of the business to be transacted;
- (iii) the address of any website where information relating to the meeting is available;
- (iv) the Record Date;
- (v) any procedures on attendance and voting at the meeting;
- (vi) an explanation of the right to ask questions in accordance with the Statutes; and
- (vii) an explanation of members' rights to requisition resolutions in accordance with the Statutes.

Notice of every general meeting shall be given to all members other than any who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the Auditors or, if more than one, each of them.

If the Board determines that a general meeting shall be held (wholly or partly) as an electronic meeting, the notice of the meeting or associated communications shall

specify any access, identification, security or other arrangements determined by the Board or shall state where details of such arrangements will be made available by the Company prior to the meeting.

For the purposes of this Article 64, "Record Date" shall mean the date specified by the Board in accordance with the Statutes determining the right to vote at a general meeting.

References in this Article to a notice "in writing" includes the use of communications in electronic form and/or publication on a web-site in accordance with the Statutes.

65. Omission or non-receipt of notice

(A) The accidental omission to give any notice of a meeting or the accidental omission to send any document, including a proxy form, relating to any meeting to, or the non-receipt of any such notice or document by, any person entitled to receive the notice or document shall not invalidate the proceedings at that meeting.

(B) A member present in person or by proxy at a meeting (which shall include by means of an electronic platform and/or at a Satellite Location, if relevant) shall be deemed to have received proper notice of that meeting and, where applicable, of the purpose of that meeting.

66. Postponement of general meetings

If, after the sending of the notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required under these Articles), the Board, in its absolute discretion, considers that it is impracticable, undesirable or unreasonable for any reason to hold the general meeting on the date or at the time or place specified in the notice convening the general meeting (including a Satellite Location to which Article 63 applies and/or by means of the electronic platform(s) specified in the notice), the Board may postpone or move the general meeting to another date, time and/or place(s) and/or change the electronic platform(s). If such a decision is made, the Board may subsequently change the place(s) and/or the electronic platform(s) and/or postpone the date and/or time again if it considers that it is reasonable to do so. No new notice of the general meeting need be sent but the Board shall take reasonable steps to ensure that notice of the change of date, time, place(s) and/or electronic platform(s) for the postponed meeting appear at the original time and at the original place(s) and/or on the original electronic platform(s). However, when a general meeting is so postponed, notice of the date, time, place(s) and any electronic platform, if applicable, of the postponed meeting may be given in such manner as the Board may, in its absolute discretion, determine. No business shall be transacted at any postponed meeting other than business which might properly have been transacted at the meeting had it not been postponed. Notice of the business to be transacted at

such postponed meeting shall not be required. If a general meeting is postponed in accordance with this Article the appointment of a proxy will be valid if it is received as required by these Articles not less than 48 hours before the time appointed for holding the postponed meeting. When calculating such 48 hour period, the Board may decide not to take account of any part of a day that is not a working day.

PROCEEDINGS AT GENERAL MEETINGS

67. Quorum

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

68. Procedure if quorum not present

If within five minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the time appointed for the commencement of the meeting a quorum is not present, the meeting, if convened by or upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such other day (being not less than three nor more than twenty-eight days later) and at such other time or place and/or electronic platform(s) as may have been specified for the purpose in the notice convening the meeting. Where no such arrangements have been so specified, the meeting shall stand adjourned to such other day (being not less than ten nor more than twenty-eight days later) and at such other time or place and/or electronic platform(s) as the chairman of the meeting may decide and, in this case, the Company shall give not less than seven clear days' notice in writing of the adjourned meeting. At any adjourned meeting one member present in person or by proxy (whatever the number of shares held by him) shall be a quorum and any notice of an adjourned meeting shall state that one member present in person or by proxy (whatever the number of shares held by him) shall be a quorum.

References in this Article to a notice "in writing" includes the use of communications in electronic form and publication on a web-site in accordance with the Statutes.

69. Accommodation of members, security arrangements and orderly conduct at general meetings

(A) The Board or the chairman of the meeting may, from time to time, make such arrangements for the purpose of controlling the level of attendance or ensuring the safety of those attending at any place specified for the holding of a general meeting, ensuring the security of the meeting and ensuring the future orderly conduct of the meeting, may from time to time make such arrangements as the Board or the chairman shall in its or their

absolute discretion consider to be appropriate and may from time to time vary any such arrangements or make new arrangements therefor. Any decision made under this Article 69 shall be final and the entitlement of any member or proxy to attend a general meeting at such place (or places, in the case of a meeting to which Article 63 applies) shall be subject to any such arrangements as may be for the time being approved by the Board or the chairman of the meeting.

- (B) The Board or the chairman of the meeting may direct that persons wishing to attend any general meeting should submit to such searches or other security or access arrangements and/or other restrictions as the Board or the chairman shall consider appropriate in the circumstances and shall be entitled in its or their absolute discretion to, or to authorise some one or more persons who shall include a director or the secretary or the chairman of the meeting to, refuse (physical or electronic) entry to, or to eject (physically or electronically) from, such general meeting any person who refuses or fails to submit to such searches or otherwise to comply with any such security or access arrangements or restrictions.
- (C) In relation to an electronic meeting, the Board or the chairman of the meeting may make any arrangements and impose any requirement or restrictions as the Board or the chairman shall consider appropriate to ensure the identification of those accessing or participating in the meeting, the security of the electronic platform and any electronic communications, and the orderly conduct of the meeting.
- (D) The chairman of the general meeting shall take such action or give directions for such action to be taken as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting. The chairman's decision on points of order, matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination as to whether any point or matter is of such a nature.

70. Chairman of general meeting

The chairman (if any) of the Board or, in his absence, the deputy chairman (if any) shall preside as chairman at every general meeting. If more than one deputy chairman is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chairman who has been in office as a director longest shall take the chair. If there is no chairman or deputy chairman, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the time appointed for the commencement of the meeting, or if neither the chairman nor any deputy chairman is willing to act as chairman, the directors present shall choose one of their number to act, or if one director only is present he shall preside as chairman if willing to act. If no director is present, or if each of the

directors present declines to take the chair, the persons present and entitled to vote shall appoint one of their number to be chairman.

71. Entitlement to attend, speak and participate

- (A) Each director shall be entitled to attend and speak at any general meeting and at any separate general meeting of the Company. The chairman may invite any person to attend and speak at any general meeting of the Company where he considers that this will assist in the deliberations of the meeting.
- (B) All persons seeking to attend and participate in a general meeting by way of an electronic platform shall be responsible for maintaining adequate facilities to enable them to do so. Subject to the right of the chairman to adjourn a general meeting under these Articles, any inability of a person to attend or participate in a general meeting by means of an electronic platform shall not invalidate the proceedings of that meeting.

72. Adjournments

The chairman may at any time without the consent of the meeting adjourn any general meeting (whether or not it has commenced or a quorum is present) either indefinitely or to another time, place and/or electronic platform where it appears to him that (a) the members, wishing to attend cannot be conveniently accommodated in the place and/or on the electronic platform appointed for the meeting (b) the facilities or security at the place of the meeting or of the electronic platform provided for the meeting have become inadequate, compromised or are otherwise not sufficient or able to allow the meeting to be conducted as intended, (c) the conduct of persons present prevents or is likely to prevent the orderly continuation of business, (d) the health, safety or wellbeing of those entitled to attend may be put at risk by their attendance at the meeting or (e) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted. In addition, the chairman may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either indefinitely or to another time, place and/or electronic platform. When a meeting is adjourned indefinitely the time, place and/or electronic platform for the adjourned meeting shall be fixed by the Board. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place.

73. Notice of adjournment

When a meeting is adjourned for 30 days or more, or indefinitely, notice of the adjourned meeting shall be given as in the case of the original meeting. If a meeting is adjourned to more than one place or if a meeting which was originally convened as a physical meeting only is adjourned and reconvened as an electronic meeting, notice of the adjourned meeting shall be given notwithstanding any other provision

of these Articles. Except as provided in this Article it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

AMENDMENTS

74. Amendments to resolutions

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

75. Amendments ruled out of order

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

VOTING

76. Suspension of rights

The following provisions of these Articles in relation to voting by members whether in person or by proxy shall be subject, when appropriate, to Article 23.

77. Votes of members

(A) Votes on a show of hands

Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held and to any other provisions of these Articles or the Statutes, on a vote on a resolution on a show of hands at a general meeting:

- (i) every member who is present in person shall have one vote;
- (i) every duly authorised corporate representative shall have one vote;
- (ii) subject to Articles 77(A)(iv) and (v), every proxy present who has been duly appointed by one or more members entitled to vote on the resolution shall have one vote;

- (iii) if a proxy has been duly appointed by more than one member entitled to vote on the resolution and the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it then the proxy shall have one vote for and one vote against the resolution; and
- (iv) if a proxy has been duly appointed by more than one member entitled to vote on the resolution and has been granted both discretionary authority to vote on behalf of one or more of those members and concrete voting instructions on behalf of one or more other members, the proxy shall not be restricted by the concrete voting instructions in casting a second vote in any manner he so chooses under the discretionary authority conferred upon him.

(B) Votes on a poll

Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held and to any other provisions of these Articles or the Statutes, on a vote on a resolution on a poll at a general meeting:

- (i) every member who is present in person shall have one vote for every share of which he is the holder;
- (ii) every duly authorised corporate representative who is present may exercise all the powers on behalf of the company which authorised him to act as its representative and shall have one vote for every share in respect of which he is appointed corporate representative; and
- (iii) every proxy present who has been duly appointed by one or more members entitled to vote on the resolution shall have one vote for every share in respect of which he is appointed as proxy, provided always that where a member appoints more than one proxy, this Article 77(B)(iii) does not authorise the exercise by such proxies taken together of more extensive voting rights than could be exercised by the member in person.

(C) Proxies and corporate representatives voting in accordance with instructions

The Company shall be under no obligation to verify whether or not proxies and corporate representatives have cast their votes in accordance with their instructions. To the extent that a proxy or corporate representative has voted other than in accordance with any instructions the vote(s) in

question shall stand and shall not in any way be invalidated and shall not vitiate the relevant resolution.

78. Method of voting

A resolution put to the vote at an electronic meeting shall be decided on a poll, which poll votes may be cast by such electronic means as the Board, in its sole discretion, deems appropriate for the purposes of the meeting. Subject thereto, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is properly demanded. Subject to the Statutes, a poll may be demanded by:

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

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

79. Procedure if poll demanded

If a poll is properly demanded it shall be taken in such manner as the chairman shall direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman may (and, if so directed by the meeting, shall) appoint scrutineers and may adjourn the meeting to such place and/or electronic platform and time fixed by him for the purpose of declaring the result of the poll.

80. When poll to be taken

A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or on such date (being not later than thirty days after the date of the demand) and at such time, place and/or electronic platform as the chairman shall

direct. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll.

81. Continuance of other business after poll demand

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

82. Votes cast in advance

To the extent that the Board decides to do so and subject to such terms as may be imposed by the Board to ensure the identification of the person voting and only to the extent that such terms are proportionate to the achievement of that objective, the votes on a resolution on a poll taken at a meeting may include votes cast in advance of that meeting.

83. Votes on a poll

On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend and vote on his behalf on the same occasion.

84. Votes of joint holders

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

85. Voting on behalf of incapable member

A member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company and may exercise any other right conferred by membership in relation to general meetings by or through any person authorised in such circumstances to do so on his behalf (and that person may vote on a poll by proxy), provided that evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote or such other right has been delivered at the Office (or at such other place as may be specified in accordance with these Articles for the delivery of instruments appointing a proxy) not later than the last time at which an instrument of proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

86. No right to vote where sums overdue on shares

No member shall, unless the Board otherwise decides, be entitled in respect of any share held by him to vote (either personally or by proxy) at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings unless all calls or other sums presently payable by him in respect of that share have been paid.

87. Objections or errors in voting

If:

- (i) any objection shall be raised to the qualification of any voter; or
- (ii) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (iii) any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be conclusive.

PROXIES

88. Execution of proxies

An instrument appointing a proxy shall be in writing signed by the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or signed by an officer, attorney or other person authorised to sign it.

References in this Article to a notice "in writing" includes the use of communications in electronic form and publication on a web-site in accordance with the Statutes.

89. Delivery of proxies

- (A) The appointment of a proxy, and any authority under which it is signed or a copy of such authority certified notarily or in some other way approved by the Board, shall, subject to Article 89(B):
 - (i) in the case of an instrument in writing, be deposited at the Office, or at such other place (if any) within the United Kingdom and by such time as is specified for that purpose in or by way of note to the notice convening the meeting; or

- (ii) in the case of an appointment contained in electronic form, be received at such address and by such time as is specified by the Company on a website or by way of note to the notice convening the meeting.
- (B) The time specified pursuant to Article 89(A) for the deposit and/or receipt of a proxy in respect of a meeting or adjourned meeting or the vote by poll:
 - (i) in the case of a meeting, or adjourned meeting, cannot be more than 48 hours (excluding non-working days) prior to the time for holding the meeting or adjourned meeting at which it is proposed that the proxy appointed by the member will vote; or
 - (ii) in the case of a poll taken more than 48 hours after it is demanded cannot be more than 24 hours (excluding non-working days) before the time appointed for the taking of the poll or, as the case may be, the time fixed for holding the adjourned meeting; or
 - (iii) in the case of a poll taken not more than 48 hours after it is demanded at a meeting, cannot be more than 48 hours (excluding non-working days) prior to the meeting at which the poll is demanded.

For the purposes of this Article 89 "**non-working days**" means weekends, Christmas Day, Good Friday and any other bank holiday in Scotland.

- (C) Failure to deposit, receive or deliver the appointment of a proxy in accordance with the requirements set out above shall entitle the Company to treat such instrument as being invalid save that the directors may, in their absolute discretion, treat such an instrument as valid notwithstanding any default in complying with the requirements set out above.
- (D) Nothing in this Article shall prejudice the continuing authority of a validly appointed proxy to attend, speak and vote on any resolution demanded at a meeting in respect of which he is validly appointed whenever taken or to attend, speak and vote at an adjourned meeting (whose business has been adjourned from a meeting in respect of which he has been validly appointed) whenever held. When two or more valid but differing appointments of proxy are delivered in respect of the same share for use at the same meeting, the one which is last delivered or received (regardless of its date or the date of its signature) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last delivered or received, none of them shall be treated as valid in respect of that share. Delivery of an instrument appointing a proxy shall not preclude a member from attending, speaking and voting in person at the meeting or poll concerned.

90. Maximum validity of proxy

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

91. Form of proxy

(A) Appointments of proxy shall be in any usual form (including, without limitation, in electronic form) or in such other form as the Board may approve and the Board may, if it thinks fit, but subject to the provisions of the Statutes, send out with the notice of any meeting forms of proxy for use at the meeting. The appointment of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The appointment of proxy shall, unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

(B) Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Board may from time to time permit appointments of a proxy to be made in electronic form in the form of an uncertificated proxy instruction (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the Board may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Board (subject always to the facilities and requirements of the relevant system concerned)); and may in a similar manner permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction to be made by like means. The Board may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The Board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a member as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that member.

92. Cancellation of proxy's authority

A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, or the previous death or insanity

of the principal, unless notice in writing of the determination, death or insanity was received by the Company:

- (i) in the case of an instrument in writing at the Office (or such other place in the United Kingdom as was specified for the delivery of instruments of proxy in the notice convening the meeting or other accompanying document); or
- (ii) in the case of a communication in electronic form to such address specified for the purpose of the meeting, proxy form or in electronic form issued by the Company inviting holders of shares to appoint a proxy,

not later than the last time at which an instrument of proxy should have been delivered in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll demanded.

CORPORATIONS ACTING BY REPRESENTATIVES

93. Representatives of corporations

Any corporation which is a member of the Company may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

94. Number of directors

Subject to the following provisions of these Articles, and unless otherwise determined by ordinary resolution of the Company, the number of directors (disregarding alternate directors) shall not be less than two nor more than seven.

95. Directors' shareholding qualification

No shareholding qualification for directors shall be required.

96. Power of the Company to appoint directors

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

97. Power of the Board to appoint directors

Without prejudice to the power of the Company in general meeting pursuant to any of the provisions of these Articles to appoint any person to be a director, the Board may appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any director so appointed shall hold office only until the next general meeting and shall then be eligible for election.

98. Periodic retirement

Each director shall retire from office at the third annual general meeting after the annual general meeting at which he was last elected.

99. Procedure if insufficient directors appointed

(A) If:

- (i) at the annual general meeting in any year any resolution or resolutions for the appointment or re-appointment of persons eligible for appointment or re-appointment as directors are put to the meeting and lost (such person(s) who are not so appointed or re-appointed being "**Retiring Directors**"); and
- (ii) at the end of that meeting the number of directors is fewer than any minimum number of directors required under these Articles,

all Retiring Directors shall be deemed to have been re-appointed as directors and shall remain in office but the Retiring Directors may only act for the purpose of filling vacancies, convening general meetings of the Company and performing such duties as are essential to maintain the Company as a going concern, and not for any other purpose.

- (B) The Board shall convene a general meeting as soon as reasonably practicable following the meeting referred to in Article 99(A) and the Retiring Directors shall retire from office at that meeting. If at the end of any meeting convened under this Article the number of directors is fewer than any minimum number of directors required under these Articles the provisions of this Article shall also apply to that meeting.

100. Filling vacancies

Subject to the provisions of these Articles, at the meeting at which a director retires the Company can pass an ordinary resolution to re-elect the director or to elect some other eligible person in his place.

101. Power of removal by special resolution

In addition to any power of removal conferred by the Statutes, the Company may by special resolution remove any director before the expiration of his period of office and may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a director in his place.

102. Persons eligible as directors

No person other than a director retiring at the meeting (whether by rotation or otherwise) or a person recommended by the Board shall be appointed or reappointed as a director at any general meeting unless not less than seven nor more than forty-two days before the day appointed for the meeting, notice executed by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the secretary of the intention to propose that person for appointment or reappointment together with notice executed by that person of his willingness to be appointed or reappointed.

103. Position of retiring directors

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

104. Vacation of office by directors

Without prejudice to the provisions for retirement by rotation or otherwise contained in these Articles, the office of a director shall be vacated if:

- (i) he resigns his office by notice in writing delivered to the Office or tendered at a meeting of the Board; or
- (ii) by notice in writing delivered to the Office or tendered at a meeting of the Board he offers to resign and the Board resolves to accept such offer; or
- (iii) by notice in writing delivered to the Office or tendered at a meeting of the Board, his resignation is requested by all of the other directors and all of the other directors are not less than two in number; or
- (iv) the Director is or has been suffering from mental or physical ill health and the Board resolves that their office is vacated; or
- (v) he is absent without the permission of the Board from meetings of the Board (whether or not an alternate director appointed by him attends) for six consecutive months and the Board resolves that his office is vacated; or
- (vi) he becomes bankrupt or compounds with his creditors generally; or

- (vii) he is prohibited by law from being a director; or
- (viii) he ceases to be a director by virtue of the Statutes or is removed from office pursuant to these Articles.

If a director vacates his office for any reason, he shall cease to be a member of any committee or sub-committee of the Board.

In this Article, references to "in writing" includes the use of communications in electronic form subject to such terms and conditions as the Board may decide.

105. Alternate directors

- (A) Each director may appoint any person to be his alternate and may at his discretion remove an alternate director so appointed. If the alternate director is not already a director, the appointment, unless previously approved by the Board, shall have effect only upon and subject to its being so approved. Any appointment or removal of an alternate director shall be effected by notice in writing signed by the appointor and delivered to the Office or tendered at a meeting of the Board, or in any other manner approved by the Board. An alternate director shall be entitled to receive notice of all meetings of the Board or of committees of the Board of which his appointor is a member. He shall also be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and at such meeting to exercise and discharge all the functions, powers, rights and duties of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director.
- (B) Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to directors and shall during his appointment be an officer of the Company. An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the director appointing him. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director. An alternate director shall not be entitled to receive from the Company any fee in his capacity as an alternate director but the Company shall, if so requested in writing by the appointor, pay to the alternate director any part of the fees or remuneration otherwise due to the appointor.
- (C) A director or any other person may act as an alternate director to represent more than one director. Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director but he shall count as only one for the purposes of determining whether a quorum is

present. Execution by an alternate director of any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointor.

- (D) An alternate director shall automatically cease to be an alternate director if his appointor ceases for any reason to be a director except that, if at any meeting any director retires by rotation or otherwise but is reappointed or deemed to be reappointed at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.
- (E) In this Article, references to "in writing" include the use of communications in electronic form subject to such terms and conditions as the Board may decide.

106. Executive directors

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

FEES, REMUNERATION, EXPENSES AND PENSIONS

107. Directors' fees

The directors shall be paid, out of the funds of the Company by way of fees for their services as directors, such sums (if any) as the Board may from time to time determine (not exceeding in the aggregate £150,000 per annum or such larger amount as the Company may by ordinary resolution determine) and such remuneration shall be divided between the directors as the Board shall agree or, failing agreement, equally. Such remuneration shall be deemed to accrue from day to day. The provisions of this Article shall not apply to the remuneration of any director who is appointed to any executive office (whether part time or full time) or who performs services which in the opinion of the Board or any committee authorised by the Board go beyond the ordinary duties of a director which remuneration shall be established pursuant to the provisions of Article 108.

108. Additional remuneration

Any director who is appointed to any executive office or who performs services which in the opinion of the Board or any committee authorised by the Board go beyond the ordinary duties of a director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may in its discretion decide in addition to any remuneration provided for by or pursuant to any other Article.

109. Expenses

Each director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings of the Company or any other meeting which as a director he is entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a director.

110. Pensions and gratuities for directors

The Board or any committee authorised by the Board may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, connections or dependants of any director or former director provided that no benefits (except such as may be provided for by any other Article) may be granted to or in respect of a director or former director who has not been employed by, or held an executive office or place of profit under, the Company or any body corporate which is or has been its subsidiary undertaking or any predecessor in business of the Company or any such body corporate without the approval of an ordinary resolution of the Company. No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

DIRECTORS' INTERESTS

111. Permitted interests and voting

Paragraphs (A) to (I) of this Article 111 are subject to the provisions of the Statutes and to the provisions of paragraphs (J) to (P).

- (A) No director or proposed or intending director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any contract in which any director is in any way interested be liable to be avoided, nor shall any director who is so interested be liable to account to the Company or the members for any remuneration, profit or other benefit realised by the contract by reason of

the director holding that office or of the fiduciary relationship thereby established.

- (B) A director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of director for such period (subject to the provisions of the Statutes) and upon such other terms as the Board may decide, and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may decide, and either in addition to or in lieu of any remuneration provided for by or pursuant to any other Article.
- (C) A director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested or as regards which it has any power of appointment, and shall not be liable to account to the Company or the members for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in the other company. The Board may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company.
- (D) A director may act by himself or his firm in a professional capacity (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
- (E) A director shall not vote on or be counted in the quorum in relation to any resolution of the Board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each director and in that case each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution unless it concerns his own appointment or the settlement or variation of the terms or the termination of his own appointment or the appointment of another director to an office or place of profit with a company in which the Company is interested and the director seeking to vote or be counted in the quorum owns one per cent. or more of it.

(F) Save as otherwise provided by these Articles, a director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board in respect of any actual or proposed transaction or arrangement with the Company in which he has an interest (taken together with any interest of any person connected with him) of which he is aware, or ought reasonably to be aware, that the interest conflicts, or can reasonably be regarded as likely to give rise to a conflict, with the interests of the Company and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any resolution where that material interest arises only from one or more of the following matters:

- (i) the giving to him of any guarantee, indemnity or security in respect of money lent or obligations undertaken by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
- (ii) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (iii) where the Company or any of its subsidiary undertakings is offering securities in which offer the director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the director is to participate;
- (iv) any contract in which he is interested by virtue of his interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;
- (v) any contract concerning any other company (not being a company in which the director owns one per cent. or more) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;
- (vi) any contract concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to directors and employees of the Company or of any of its subsidiary undertakings and does not provide in respect of any director as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;
- (vii) any contract for the benefit of the employees of the Company or of any of its subsidiary undertakings under which he benefits in a similar manner to the employees and which does not accord to

any director as such any privilege or advantage not accorded to the employees to whom the contract relates; and

- (viii) any contract for the purchase or maintenance of insurance against any liability for, or for the benefit of, any director or directors or for, or for the benefit of, persons who include directors.
- (G) A company shall be deemed to be one in which a director owns one per cent. or more if and so long as (but only if and so long as) he, taken together with any person connected with him, is to his knowledge (either directly or indirectly) the holder of or beneficially interested in one per cent. or more of any class of the equity share capital of that company or of the voting rights available to members of that company. For the purpose of this paragraph of this Article there shall be disregarded any shares held by the director or any such person as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which his, or any such person's, interest is in reversion or remainder if and so long as some other person is entitled to receive the income of the trust and any shares comprised in an authorised unit trust scheme in which he, or any such person, is interested only as a unit holder.
- (H) Where a company in which a director owns one per cent. or more is interested in a contract, he also shall be deemed interested in that contract.
- (I) If any question shall arise at any meeting of the Board as to whether the interest of a director gives rise to a conflict, or could reasonably be regarded as likely to give rise to a conflict, with the interests of the company or as to the entitlement of any director to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be decided by a resolution of the Board (for which purpose the director in question shall not be counted in the quorum and provided that the resolution was agreed to without the director in question voting or would have been agreed if their votes had not been counted) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the director (so far as it is known to him) has not been fairly disclosed to the Board.
- (J) A director who is in any way, whether directly or indirectly, interested in a actual or proposed transaction or arrangement with the Company shall declare the nature and extent of his interest at the meeting of the Board at which the question of entering into the contract is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general notice to the Board by a director to the effect that (a) he is a member of a specified company

or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm or (b) he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract; provided that no such notice shall be effective unless either it is given at a meeting of the Board or the director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

- (K) References in this Article to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.
- (L) In respect of any situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, the Board may authorise the matter provided that:
 - (i) the director has declared the full nature and extent of the situation to the Board; and
 - (ii) it is proposed (either by the director in question or another) that the Board authorise the matter and upon the resolution to do so the requirement for the quorum is met without counting the director in question and the resolution was agreed to without such director voting or would be been agreed if their votes had not been counted.
- (M) Any terms determined by the Board under paragraph (L) of this Article may be imposed at the time of authorisation or may be imposed subsequently and may include (without limitation):
 - (i) the exclusion of the interested director in question from all information and discussion by the Company of the situation in question; and
 - (ii) (without prejudice to the general obligations of confidentiality) the application to the interested director of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the situation in question.
- (N) An interested director under this Article 111 must act in accordance with any terms determined by the Board pursuant to paragraphs (L) or (M) of this Article.
- (O) Any authorisation given by the Board under paragraph (L) of this Article may provide that, where the interested director obtains (other than through his position as a director of the Company) information that is confidential

to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

- (P) Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article provided that nothing in this Article shall permit the Company to cease to comply with the Listing Rules of the FCA.

POWERS AND DUTIES OF THE BOARD

112. General powers of the Company vested in the Board

Subject to the provisions of the Statutes, the memorandum of association of the Company and these Articles and to any directions given by the Company in general meeting by special resolution, the business of the Company shall be managed by the Board which may exercise all the powers of the Company whether relating to the management of the business of the Company or not. No alteration of the memorandum of association or these Articles and no special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this Article shall not be limited by any special power given to the Board by any other Article.

113. Borrowing powers

- (A) The Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, to issue debentures and other securities and to give security, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.
- (B) The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) so as to ensure (but as regards subsidiary undertakings only in so far as by the exercise of the rights or powers of control the Board can ensure) that the aggregate principal amount from time to time outstanding of all borrowings in respect of any Portfolio (exclusive of borrowings owing by one member of the group to another member of the group) shall not without the previous sanction of an ordinary resolution passed at a separate general meeting of the holders of shares having rights over that Portfolio exceed, at the time such borrowings are incurred:
- (i) in respect of borrowings incurred on or before the first annual general meeting of the Company, £12,500,000; and

- (ii) in respect of borrowings incurred after the first annual general meeting of the Company, 50 per cent. of the Total Assets of the relevant Portfolio.
- (C) For the purposes of paragraph (B) of this Article 113:
 - (i) "**Total Assets**" means, in relation to a Portfolio, the aggregate gross value from time to time of the assets comprising that Portfolio less the current liabilities attributable to or associated with that Portfolio, calculated in accordance with the accounting policies and principles from time to time adopted by the Board in connection with the preparation of the accounts of the Company and all as shown by the then latest audited balance sheet, but after excluding from current liabilities principal amounts borrowed for investment;
 - (ii) "**audited balance sheet**" means the audited balance sheet of the Company prepared for the purposes of the Statutes for a financial year unless an audited consolidated balance sheet dealing with the state of affairs of the Company and its subsidiary undertakings required to be dealt with in group accounts has been prepared for those purposes for the same financial year, in which case it means that audited consolidated balance sheet;
 - (iii) when the aggregate principal amount of borrowings required to be taken into account on any particular date is being ascertained, any particular borrowing then outstanding which is denominated or repayable in a currency other than sterling shall be notionally converted into sterling at the rate of exchange prevailing in London on the last business day before that date or, if it would result in a lower figure, at the rate of exchange prevailing in London on the last business day six months before that date and so that for these purposes the rate of exchange shall be taken as the spot rate in London recommended by a London clearing bank, selected by the Board, as being the most appropriate rate for the purchase by the Company of the currency in question for sterling on the day in question;
 - (iv) the Company may from time to time change the accounting convention on which the audited balance sheet is based provided that any new convention adopted complies with the requirements of the Statutes; if the Company should prepare its main audited balance sheet on the basis of one convention, but a supplementary audited balance sheet on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet; and

- (v) a certificate or report by the Auditors as to the amount of the Total Assets or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of that amount or of that fact.
- (D) No person dealing with any member of the group shall by reason of this Article 113 be concerned to see or inquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual by reason of any such excess unless the lender or the recipient of such security had at the time when the debt was incurred or the security given express notice that the said limit had been or would thereby be exceeded.

114. Agents

The Board may, by power of attorney or otherwise, appoint any person or body of persons whether nominated directly or indirectly by the Board to be the agent of the Company upon such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The Board may remove any person appointed under this Article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

115. Delegation to individual directors

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

116. Official seals

The Company may exercise all the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the Board.

117. Registers

Subject to the provisions of the Statutes, the Company may keep an overseas or local or other Register in any place and the Board may make and vary such regulations as it may think fit respecting the keeping of the Register.

118. Provision for employees

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

PROCEEDINGS OF THE BOARD

119. Board meetings

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

120. Notice of board meetings

Notice of a Board meeting shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A director absent or intending to be absent from both the United Kingdom and the Republic of Ireland may request the Board that notices of Board meetings shall during his absence be sent in writing to him at an address given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to directors not so absent and if no request is made to the Board it shall not be necessary to give notice of a Board meeting to any director who is for the time being absent from both the United Kingdom and the Republic of Ireland. A director may waive the requirement for him to receive notice of any meeting either prospectively or retrospectively. In this Article, references to "in writing" includes the use of communications in electronic form subject to such terms and conditions as the Board may decide.

121. Quorum

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

122. Directors below minimum through vacancies

Without prejudice to Articles 99 the continuing directors or a sole continuing director may act notwithstanding any vacancy in their number but, if and so long as the number of directors is reduced below the minimum number fixed by or in accordance with these Articles or is below the number fixed by or in accordance with these Articles as the quorum or there is only one continuing director, the continuing directors or director may act for the purpose of filling vacancies or of summoning general meetings of the Company but not for any other purpose. If there are no directors or director able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors. An additional director appointed in this way shall hold office (subject to these Articles) only until the dissolution of the next annual general meeting after his or her appointment unless he or she is reappointed during that annual general meeting.

123. Appointment of chairman

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

124. Competence of meetings

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

125. Voting

Questions arising at any meeting 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.

126. Delegation to Committees

(A) The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to any committee, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit, provided that the majority of persons on any committee or sub-committee must be directors. References in these Articles to committees include sub-committees permitted under this Article.

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

127. Participation in meetings by telephone

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

128. Resolution in writing

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

129. Validity of acts of the Board or a committee

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

qualified and had continued to be a director or member of the committee and had been entitled to vote.

SECRETARY

130. Appointment and removal of the secretary

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

AIFM DIRECTIVE

131. Net asset value

The net asset value per share shall be calculated at least annually and disclosed to holders from time to time in such manner as may be determined by the Board.

132. Information made available to holders

- (A) Investor Disclosures shall be made available to holders and prospective holders in such manner as may be determined by the Board from time to time (including without limitation, and where so determined, by posting some or all of the Investor Disclosures on the Company's website or by electronic notice).
- (B) For the purposes of Article 132(A) the term "Investor Disclosures" means solely the information required to be made available to holders and prospective holders pursuant to FUND Rules in the Financial Conduct Authority Handbook as amended or replaced from time to time.

133. Valuation

- (C) Without prejudice to any other provision of these Articles, valuation of the Company's assets shall be performed in accordance with prevailing accounting standards, the AIFM Rules, or such other accounting standards, bases, policies and procedures as the Board may determine from time to time.
- (D) Valuations of net asset value per share may be suspended if the underlying data necessary to value the investments of the Company cannot readily or without undue expenditure be obtained or for regulatory reasons and any such suspension shall be announced by a Regulatory Information Service (as defined in the FCA Handbook).

SEALS

134. Use of seals

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

DIVIDENDS AND OTHER PAYMENTS

135. Declaration of dividends by the Company

Subject to the provisions of the Statutes and to Articles 11 and 13, the Company may by ordinary resolution from time to time declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Board.

136. Payment of interim and fixed dividends by Board

Subject to the provisions of the Statutes and Article 11, the Board may pay such interim dividends as appear to the Board to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by the Board whenever the financial position of the Company, in the opinion of the Board, justifies its payment. If the Board acts in good faith, it shall not incur any liability to the holders of any shares for any loss they may suffer in consequence of the payment of an interim or fixed dividend on any other class of shares ranking *pari passu* with or after those shares.

137. Calculation and currency of dividends

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

- (i) all dividends shall be declared and paid according to the amounts paid up on the share in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share;
- (ii) all dividends shall be apportioned and paid *pro rata* according to the amounts paid up on the share during any portion or portions of the period in respect of which the dividend is paid; and

- (iii) dividends may be declared or paid in any currency.

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

138. Amounts due on shares may be deducted from dividends

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

139. No interest on dividends

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

140. Payment procedure

- (A)** Any dividend or other sum payable in cash by the Company in respect of a share may be paid by such method as the Board may decide. The Board may decide to use different methods of payment for different holders or groups of holders of shares. Without limiting any other method of payment which the Board may decide upon, the Board may decide that payment can be made, wholly or partly and exclusively or optionally:
 - (i) by sending a cheque, warrant or similar financial instrument payable to the holder who is entitled to it by post addressed to his registered address, or in the case of joint holders payable to the holder whose name stands first in the Register in respect of the shares addressed to his registered address, or payable to someone else named in a written instruction from the holder (or all joint holders) and sent by post to the address specified in that instruction. Every cheque, warrant or similar financial instrument shall be sent at the risk of the relevant payee and payment of the cheque, warrant or similar financial instrument by the financial institution on which it is drawn shall constitute a good discharge to the Company;
 - (ii) by inter-bank transfer or by other funds transfer system or electronic means (including payment through CREST or any other relevant system) directly to an account with a bank or other financial institution (or other organisation operating deposit

accounts if allowed by the Company) in the United Kingdom nominated in a written instruction from the person entitled to receive the payment under this Article, and the making of such payment shall be a good discharge to the Company and the Company shall have no responsibility for any sums lost or delayed in the course of payment by any such system or other means or where it has acted on any such instruction; or

(iii) in some other way requested in writing by the holder (or all joint holders) and agreed with the Company.

(B) If the Board decides that any dividend or other sum payable in cash by the Company in respect of a share will be made exclusively by inter-bank transfer or by other funds transfer system or electronic means to an account, but no such account is nominated by the person entitled to receive the payment, or an inter-bank transfer or other funds transfer or electronic payment into a nominated account is rejected or refunded, the Company may credit that dividend or other sum payable in cash to an account of the Company, to be held until the person entitled to receive the payment nominates a valid account to which the payment shall be made or until such time as such dividend or other sum is forfeited in accordance with these Articles.

(C) Any one of two or more joint holders may give effectual receipts for any dividends or other sum payable or property distributable on or in respect of the shares held by them. Where a person is entitled by transmission to a share, any dividend or other sum payable or property distributable by the Company on or in respect of the share may be paid as if he were a holder of the share and his address noted in the Register were his registered address and where two or more persons are so entitled, any one of them may give effectual receipts for any dividends or other sum payable or property distributable on or in respect of the share.

141. Uncashed dividends

The Company may cease to send any cheque, warrant or similar financial instrument through the post or to employ any other means of payment, including payment by means of a relevant system, for any dividend payable on any shares in the Company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques, warrants or similar financial instruments have been returned undelivered or remain uncashed during or at the end of the period for which the same are valid or that means of payment has failed. In addition, the Company may cease to send any cheque, warrant or similar financial instrument through the post or may cease to employ any other means of payment if, in respect of one dividend payable on those shares, the cheque, warrant or similar financial instrument has been returned undelivered or remains uncashed during or at the end of the period for which the same is valid or

that means of payment has failed and reasonable enquiries have failed to establish any new address or account of the registered holder. Subject to the provisions of these Articles, the Company may recommence sending cheques, warrants or similar financial instruments or employing such other means in respect of dividends payable on those shares if the holder or person entitled by transmission requests such recommencement in writing.

142. Forfeiture of unclaimed dividends

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

143. Distribution of specific assets

Any general meeting declaring a dividend may, upon the recommendation of the Board, by ordinary resolution, subject to Article 13, direct that it shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, and where any difficulty arises in regard to the distribution the Board may settle it as it thinks expedient, and in particular may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets or any part thereof to be distributed and may determine that cash shall be paid to any members upon the footing of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as may seem expedient to the Board.

144. Scrip dividends

Subject to the Board being satisfied that it has been adequately advised as to the implications of the then treatment of scrip dividends in the hands of members, the Board may, if authorised by an ordinary resolution of the Company, subject to Article 13, offer any holders of shares the right to elect to receive shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply:

- (i) an ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared or paid within a specified period, but such period may not end later than the fifth anniversary of the date of the meeting at which the ordinary resolution is passed;

- (ii) the entitlement of each holder of shares to new shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount of the dividend that such holder elects to forego. For this purpose "relevant value" shall be calculated by reference to the average of the middle market quotations for the Company's shares as derived from the Daily Official List, on the day on which the shares are first quoted "ex" the relevant dividend and the four subsequent dealing days, or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the Auditors may rely on advice or information from brokers or other sources of information as they think fit;
- (iii) no fraction of any share shall be allotted. The Board may make such provision as it thinks fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit thereof accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any member and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of such member of fully paid shares and/or provisions whereby cash payments may be made to members in respect of their fractional entitlements;
- (iv) the Board, if it intends to offer an election in respect of any dividend, shall give notice to the holders of shares of the right of election offered to them, and specify the procedure to be followed which, for the avoidance of doubt, may include an election by means of a relevant system and the place at which, and the latest time by which, elections must be lodged in order for elections to be effective;
- (v) the Board shall not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined;
- (vi) the Board may exclude from any offer or make other arrangements in relation to any holders of shares where the Board believes that such exclusion or arrangement is necessary or expedient in relation to legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory, or the Board believes that for any other reason the offer should not be made to them;
- (vii) the dividend (or that part of the dividend or capital in respect of which a right of election has been offered) shall not be payable on shares in respect of which an election has been made (for the purposes of this

Article "the elected shares") and instead additional shares shall be allotted to the holders of the elected shares on the basis of allotment calculated as stated. For such purpose the Board shall capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution as the Board may determine, a sum equal to the aggregate nominal amount of the additional shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued shares for allotment and distribution to the holders of the elected shares on that basis;

- (viii) the additional shares when allotted shall rank *pari passu* in all respects with the fully-paid shares then in issue except that they will not be entitled to participation in the relevant dividend;
- (ix) unless the Board otherwise determines, or unless the Uncertificated Securities Regulations and/or the rules of the relevant system concerned otherwise require, the new share or shares which a member has elected to receive instead of cash in respect of the whole (or some part) of the specified dividend declared or paid in respect of his elected shares shall be in uncertificated form (in respect of the member's elected shares which were in uncertificated form on the date of the member's election) and in certificated form (in respect of the member's elected shares which were in certificated form on the date of the member's election); and
- (x) the Board may also from time to time establish or vary a procedure for election mandates, which, for the avoidance of doubt, may include an election by means of a relevant system, under which a holder of shares may elect in respect of future rights of election offered to that holder under this Article until the election mandate is revoked in accordance with the procedure.

RESERVES

145. Capital reserve

- (A) The Board shall establish a reserve to be called the "capital reserve" and shall either carry to the credit of such reserve from time to time all capital profits or appreciations arising on the sale, transposition, payment of or revaluation of any investment or other capital asset of the Company in excess of the book value thereof or apply the same in providing for depreciation or contingencies. For the avoidance of doubt, accrued but unpaid interest or any sum received in respect of accrued but unpaid interest shall not be treated as capital profits or appreciations arising on the sale, transposition, payment off of or revaluation of any investment or other capital asset. Any losses realised on the sale, transposition, payment off of or revaluation of any investment or other capital asset and

any other expenses, loss or liability (or provision therefor) considered by the Board to be of a capital nature shall be carried to the debit of the capital reserve except in so far as the Board may in its discretion decide to make good the same out of other funds of the Company. Any increase or diminution in the amount of any index-linked stock or other index-linked obligation of the Company shall be carried to the debit or credit of the capital reserve, except so far as Board may in its discretion decide to make good the same out of or credit the same to other funds or reserves of the Company.

Subject to the Statutes and without prejudice to the foregoing generality, the Board may determine whether any amount received by the Company is to be dealt with as income or capital or partly one and partly the other. The Board may determine whether any cost, liability or expense (including, without limitation, any costs incurred or sums expended in connection with the management of the assets of the Company or finance costs (including, without limitation, any interest payable by the Company in respect of any borrowings of the Company)) is to be treated as a cost, liability or expense chargeable to capital or to revenues or partly one and partly the other, having regard, inter alia, to the investment objectives of the Company, and to the extent the Board determines that any such cost, liability or expense should reasonably and fairly be apportioned to capital the Board may debit or charge the same to the capital reserve.

CAPITALISATION OF PROFITS

146. Power to capitalise reserves and revenue account

The Company may, upon the recommendation of the Board, and with the separate consents of the holders of Growth Shares and the holders of Income Shares in accordance with Article 18, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve (including any share premium account, capital redemption reserve, merger reserve or special reserve arising on the cancellation or reduction of share premium account) or the profit and loss account whether or not the same is available for distribution and accordingly that the amount to be capitalised be set free for distribution among the members or any class of members who would be entitled to it if it were distributed by way of dividend or capital distribution and in the same proportions, on the footing that it is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by those members respectively or in paying up in full unissued shares, debentures or other obligations of the Company to be allotted and distributed credited as fully paid up among those members, or partly in one way and partly in the other, but so that, for the purposes of this Article, a share premium account and a capital redemption reserve, merger reserve and any reserve or account representing unrealised profits, may be applied only in paying up in full unissued shares of the Company. The Board may authorise any person to enter

into an agreement with the Company on behalf of the persons entitled to participate in the distribution providing for the allotment to them respectively of any shares, debentures or other obligations of the Company to which they are entitled on the capitalisation and the agreement shall be binding on those persons.

147. Settlement of difficulties in distribution

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

RECORD DATES

148. Power to choose any record date

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

ACCOUNTING RECORDS

149. Records to be kept

The Board shall cause to be kept at the Office, or such other place as the directors think fit, accounting records sufficient to show and explain the Company's transactions, and such as to disclose with reasonable accuracy at any time the financial position of the Company at that time, and which accord with the Statutes.

150. Inspection of records

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

SUMMARY FINANCIAL STATEMENTS

151. Summary financial statements

The Company may send summary financial statements to members of the Company instead of copies of its full accounts and reports.

AUDITORS

152. Validity of acts of Auditors

Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

153. Attendance at general meetings

The Auditors shall be entitled to attend any general meeting of the Company and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns the Auditors.

SERVICE OF NOTICES AND DOCUMENTS

154. Service of notices

Any notice or document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post addressed to the member at his registered address or by leaving it at that address addressed to the member or by means of a relevant system or, where appropriate, by sending it in electronic form to an address for the time being notified by the member concerned to the Company for that purpose, or by publication on a web-site in accordance with the Statutes or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.

155. Record date for service

Any notice or document may be served or delivered by the Company by reference to the Register as it stands at any time not more than fifteen days before the date of service or delivery. No change in the Register after that time shall invalidate that service or delivery. Where any notice or document is served on or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document.

155.1. Members resident abroad

Any member whose registered address is not within the United Kingdom (a "**Non-UK Resident Member**") shall not be entitled to receive notices or documents except that:

- (A) a Non-UK Resident Member who gives to the Company a postal address within the United Kingdom at which notices or documents may be served upon him shall be entitled to have notices or documents served upon him at that address; and
- (B) a Non-UK Resident Member who has not provided a postal address in the United Kingdom but has provided an address for the receipt of notices or documents by electronic means shall be entitled to receive notices or documents at that address provided always that the Board may determine in their sole discretion, acting in good faith, not to serve notices or documents on a Non-UK Resident Member by electronic means to the extent that: (a) to do so would constitute a breach of or non-compliance with the laws or rules of any jurisdiction or regulatory authority outside the United Kingdom ("Local Laws"); or (b) the costs or other disadvantages of taking legal advice to determine whether or not Local Laws may be breached or not complied with are disproportionate to the benefits which might be derived from obtaining such advice.

156. Service of notice on person entitled by transmission

A person who is entitled by transmission to a share, upon supplying the Company with either or both of: (i) a postal address within the United Kingdom or the Republic of Ireland for the service of written notices; and/or (ii) an address for the purposes of the service of notices in electronic form, shall be entitled to have served upon or delivered to him at such address any notice or document to which he would have been entitled if he were the holder of that share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claimants through or under him) in the share. Otherwise, any notice or other document served on or delivered to any member pursuant to these Articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served or delivered in respect of any share registered in the name of that member as a sole or joint holder.

157. When notice deemed served

Any notice or document, if sent by the Company by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post and, in proving service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post. Any notice or document not sent by post but left by the Company at a registered address shall be deemed to have been served or delivered on the day it was so left. Any notice served or delivered by the Company by means of a relevant system shall be deemed to have been served or delivered when the Company or any sponsoring system-participant acting on its behalf sends the issuer-instruction relating to the

notice. Any notice or document sent by the Company by way of a communication in electronic form shall be deemed to have been received on the day following that on which it was sent. Proof that notice in electronic form was sent in accordance with the guidelines issued from time to time by the Institute of Chartered Secretaries and Administrators, or such other guidelines which the Board, in its absolute discretion, resolves to be applicable, shall be conclusive evidence that the notice was sent. A notice or other document placed on the Company's web-site shall be deemed to have been received on the day following that on which the notice of availability was sent. Any notice or document served or delivered by the Company by any other means authorised in writing by the member concerned shall be deemed to have been served when the Company has carried out the action it has been authorised to take for that purpose.

158. Notice when post and/or electronic means not available

If at any time by reason of the suspension or curtailment of postal services and/or the unavailability of communications in electronic form within the United Kingdom or the Republic of Ireland or some part of the United Kingdom or the Republic of Ireland (the "affected area") the Company is unable effectively to serve notice on members with an address in the affected area, a general meeting may be convened by a notice to such members advertised in at least one newspaper with a circulation throughout the affected area. Notice published in this way shall be deemed to have been properly served on all members and persons entitled by transmission, who are entitled to have notice of the meeting served upon them, on the day when the advertisement has appeared in at least one such paper. If at least six clear days prior to the meeting the posting of notices to addresses throughout the affected area has again become practicable, the Company shall send confirmatory copies of the notice by post to the persons entitled to receive them.

159. Failure to notify contact details

If (a) the Company sends two consecutive documents to a member over a period of at least 12 months, and (b) each of those documents is returned undelivered, or the Company receives notification that it has not been delivered, that member ceases to be entitled to receive notices from the Company.

A member who has ceased to be entitled to receive notices from the Company becomes entitled to receive such notices again by sending the Company (a) a new address to be recorded in the register of members, or (b) if the member has agreed that the company should use a means of communication other than sending things to such an address, the information that the company needs to use that means of communication effectively.

DESTRUCTION OF DOCUMENTS

160. Company may destroy old instruments of transfer and other documents

The Company shall be entitled to destroy:

- (i) any instrument of transfer of shares or Operator-instruction for the transfer of shares which has been registered at any time after the expiration of six years from the date of registration thereof;
- (ii) any instruction concerning the payment of dividends or other moneys in respect of any share or any variation or cancellation thereof or any notification of change of address, at any time after the expiration of two years from the date of recording thereof or, as the case may be, the date of such cancellation or cessation;
- (iii) any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation; and
- (iv) any other document on the basis of which any entry in the Register has been made at any time after the expiration of six years from the date of the first entry in the Register in respect thereof,

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company; provided always that:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to any claim (regardless of the parties thereto);
- (b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of paragraph (a) above are not fulfilled; and
- (c) references in this Article to the destruction of any document include references to its disposal in any manner.

WINDING UP

161. Distribution of assets otherwise than in cash

If the Company commences liquidation, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Statutes:

- (i) divide among the members in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or

not) and, for that purpose, set such values as he deems fair upon any property to be divided and determine how the division shall be carried out as between the members or different classes of members; or

- (ii) vest the whole or any part of the assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit;

but no member shall be compelled to accept any shares or other assets upon which there is any liability.

INDEMNITY

162. Indemnity of officers

Subject to the provisions of the Statutes, the Company may indemnify any director or other officer (or any person who was at any time a director or other officer of the Company, or its predecessor in business, or of a holding undertaking or subsidiary undertaking of the Company) against any liability and may purchase and maintain for any such person insurance against any liability. Subject to those provisions but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in the execution of his duties in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, or of such indemnification, to be treated as void under the Statutes.

DURATION

163. Continuation vote

The Directors shall put an ordinary resolution to the shareholders to approve the continuation of the Company, in its then form, at the annual general meeting of the Company to be held in 2018 and thereafter at five yearly intervals. If at any such annual general meeting, such resolution is not passed, the Board shall, within six months of such meeting, convene an extraordinary general meeting of the Company at which a special resolution shall be proposed to the members of the Company for the winding up of the Company and/or a special resolution shall be proposed to the members of the Company for the reconstruction of the Company, provided that such resolution for the reconstruction of the Company shall, if passed, provide an option to shareholders to elect to realise their investment in the Company in full.

OBLIGATION TO PROVIDE INFORMATION TO THE COMPANY

164. Obligation to provide information to the Company

164.1. In addition to the right of the Board to serve a Statutory Notice on any person pursuant to the 2006 Act and Article 23, the Board may at any time serve written notice on any member requiring that member to promptly provide the Company or its agents with any information, representations, declarations, certificates, waivers, forms or other documentation ("**Information**") relating to such member (and to such member's direct or indirect owners or account holders or the persons beneficially interested, directly or indirectly, in the shares held by such member) that the Board determines from time to time is necessary or appropriate for the Company to have in order to:

164.1.1. allow the Company to consider any relevant issues arising under, and to ensure that the Company is able to comply with its reporting, disclosure or other obligations under, (i) legislation, regulations, rules, codes, directives and guidance implementing the United Kingdom's obligations under inter-governmental agreements relating to the exchange or disclosure of information to improve international tax compliance (including, without limitation, under or in relation to FATCA, the Common Reporting Standard and the European Union's Directive on Administrative Cooperation) or (ii) the requirements of any similar laws, regulations, rules, codes or directives of any jurisdiction or territory to which the Company may be subject from time to time ("**Similar Laws**") ("**Tax Reporting Requirements**"); or

164.1.2. establish the status of such member, owners, account holders or beneficial owners under or in relation to FATCA, the Common Reporting Standard, Similar Laws or Tax Reporting Requirements; or

164.1.3. ensure that the Company is able to comply with its account or payee identification or other diligence requirements; or

164.1.4. avoid, prevent or reduce any tax (including withholding or backup withholding) otherwise imposed by FATCA, the Common Reporting Standard or Similar Laws (including any withholding upon any payments received or receivable by the Company, or on any dividends or other distributions or payments payable, paid or made to such member by the Company); or

164.1.5. permit the Company to enter into, comply with, or prevent a default under or termination of, an agreement of the type described in or required under FATCA, the Common Reporting Standard, the US Tax Code or Similar Laws.

164.2. Without prejudice to Article 164.1 above, each member:

- 164.2.1. must notify the Company of any material changes which affect the status of the member (or the status of the member's direct or indirect owners or account holders or the persons beneficially interested, directly or indirectly, in the shares held by the member) under Tax Reporting Requirements or which result in any Information previously provided to the Company or its agents (pursuant to this Article) becoming inaccurate or incomplete within the earlier of 90 days of becoming aware of such changes and any other period provided under relevant Tax Reporting Requirements for such an event; and
- 164.2.2. must, to the extent there have been material changes as described in Article 164.2.1 above, promptly provide the Company with updated or replacement Information.
- 164.3. The Company and its agents shall be entitled to hold and process the Information, and to disclose any Information (including information about a member's or beneficial owner's interests in the Company) to any government division or department, including any taxation authority, of any jurisdiction (including, without limitation, HM Revenue & Customs) or to the member's authorised representative or intermediary or to any person or entity from which the Company receives or is required to make any payment, for the purposes of carrying out the business of the Company and the administration and protection of its interests and assets, including without limitation for the purposes referred to in Article 164.1 above, and where the member is not the beneficial owner of the relevant shares the member shall procure that the beneficial owner shall give its consent and authorisation to the Company in respect of the holding, processing and disclosure of any Information relating to the beneficial owner.
- 164.4. If any member fails to supply all or any Information to the Company or its agents within the period set out in the notice referred to in Article 164.1 (which period shall not be less than ten days after the service of the notice), the Board may give written notice to such member requiring them either:
- 164.4.1. to provide the Company or its agents within 21 days of service of such notice with Information to the satisfaction of the Board (in its discretion); or
- 164.4.2. to sell or transfer the member's shares within 21 days of service of such notice and within such 21 days to provide the Board with satisfactory evidence of such sale or transfer, and pending such sale or transfer the Board may suspend the exercise of any voting or consent rights and rights to receive notice of or to attend any meeting of the Company and any rights to receive dividends or other distributions or payments with respect to such member's shares.

Where the relevant requirement set out in Article 164.1 or 164.2 above is not satisfied within 21 days of service of the relevant notice (or such longer period as

the Board may determine), the member will be deemed, upon the expiration of such 21 days, to have forfeited their shares. If the Board in its absolute discretion so determines, the Company may dispose of the relevant shares at the best price reasonably obtainable and pay the net proceeds of such disposal to the former member. The provisions of Article 40 shall apply *mutatis mutandis* to any such disposal.

- 164.5. If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Board, would or might cause the Company to become subject to any withholding tax or reporting obligation under FATCA, the Common Reporting Standard or Similar Laws or to be unable to avoid or reduce any such tax or to be unable to comply with any such reporting obligation (each an "**Onerous Obligation**") (including by reason of the failure of the person concerned or its associates or nominee holder(s) to provide to the Company any Information pursuant to this Article 164), the Board may at any time give written notice to the Holder or Joint Holders of the relevant shares requiring them to sell or transfer the relevant shares within 21 days of service of such notice to such person or persons as shall ensure that the Company shall no longer be subject to the relevant Onerous Obligation and within such 21 days to provide the Board with satisfactory evidence of such sale or transfer, and pending such sale or transfer the Board may suspend the exercise of any voting or consent rights and rights to receive notice of or to attend any meeting of the Company and any rights to receive dividends or other distributions or payments with respect to the relevant shares. Where such sale or transfer is not completed within 21 days of service of such notice (or such longer period as the Board may determine), the Holder or Joint Holders of the relevant shares will be deemed, upon the expiration of such 21 days, to have forfeited their shares. If the Board in its absolute discretion so determines, the Company may dispose of the relevant shares at the best price reasonably obtainable and pay the net proceeds of such disposal to the former Holder or Joint Holders. The provisions of Article 40 shall apply *mutatis mutandis* to any such disposal.
- 164.6. If requested by the Company, a member shall execute any and all documents, opinions, instruments, certificates, declarations, representations, waivers or forms as the Board may reasonably request to give effect to or to enforce the Company's rights and entitlements under this Article 164.
- 164.7. Nothing in these Articles (including, without limitation, this Article 164) shall prevent, limit or restrict the Company from withholding or deducting any taxes or other sums required to be withheld or deducted by the Company pursuant to FATCA, the Common Reporting Standard, any Similar Laws or any other applicable legislation, regulations, rules or agreements.
- 164.8. To the extent that monies received by the Company become subject to a deduction or withholding under or relating to FATCA, the Common Reporting Standard, any Similar Laws or any Tax Reporting Requirements:

164.8.1. the Company shall not be required to compensate, indemnify or in any way make good the members in respect of such deduction or withholding and, therefore, without limitation:

- (a) the Company shall not be required to increase any dividend or other distribution or payment to the members in order to reflect any amount deducted or withheld; and
- (b) any monies paid or distributed to the members by the Company shall be paid net of the amount deducted or withheld; and

164.8.2. the members shall have no recourse to the Company in respect of a credit or refund from any person relating to the amount so deducted or withheld.