

ARTICLES OF ASSOCIATION
of
TARGET HEALTHCARE REIT PLC

(Incorporated in England and Wales on 10 May 2019 with registered number 11990238)

(Adopted by special resolution passed on ~~2-December-2020~~[\[●\]](#) [\[●\]](#) 2026)

CONTENTS

PRELIMINARY	1
1. Exclusion of Model Form Articles	1
2. Liability of members	1
3. Unrestricted objects	1
4. Definitions	1
5. Form of resolution	56
6. Change of Name	56
SHARE CAPITAL	56
7. Rights attached to shares	56
8. Redeemable shares	57
9. Warrants to subscribe for shares	57
10. Variation of rights	67
11. Pari passu issues <u>Matters not constituting variation of rights</u>	68
12. Payment of commission	68
13. Trusts not recognised	78
14. Suspension of rights where non-disclosure of interest	78
15. Uncertificated shares	91
16. Right to share certificates	101
17. Replacement of share certificates	113
18. Execution of share certificates	113
LIEN	113
19. Company's lien on shares not fully paid	113
20. Enforcing lien by sale	114
21. Application of proceeds of sale	121
CALLS ON SHARES	121
22. Calls	121
23. Payment on calls	121
24. Liability of joint holders <u>Joint Holders</u>	121

25.	Interest due on non-payment	42 <u>15</u>
26.	Sums due on allotment treated as calls	43 <u>15</u>
27.	Power to differentiate	43 <u>15</u>
28.	Payment of calls in advance	43 <u>16</u>
FORFEITURE AND SURRENDER OF SHARES		43 <u>16</u>
29.	Notice to pay unpaid calls and forfeiture	43 <u>16</u>
30.	Notice of forfeiture	44 <u>16</u>
31.	Forfeited <u>Sale of forfeited</u> shares to be the property of the Company	44 <u>16</u>
32.	Board may annul forfeiture	44 <u>17</u>
33.	Forfeiture not to extinguish liability to pay	44 <u>17</u>
34.	Statutory declaration as to forfeiture	45 <u>18</u>
TRANSFER OF SHARES		45 <u>18</u>
35.	Transfer	45 <u>18</u>
36.	Rights to decline registration of partly paid shares	45 <u>18</u>
37.	Other rights to decline registration	45 <u>18</u>
38.	Notice of refusal	46 <u>19</u>
39.	No fee for registration	46 <u>19</u>
40.	Untraced shareholders <u>Holders</u>	46 <u>19</u>
TRANSMISSION OF SHARES		48 <u>21</u>
41.	Transmission on death	48 <u>21</u>
42.	Entry of transmission in register	48 <u>22</u>
43.	Election of person entitled by transmission	48 <u>22</u>
44.	Rights of person entitled by transmission	48 <u>22</u>
ALTERATION OF SHARE CAPITAL		49 <u>22</u>
45.	Fractions	49 <u>22</u>
46.	Reduction of capital	49 <u>23</u>
WARRANTS		49
47.	Issue of share warrants <u>Purchase of own shares</u>	49 <u>23</u>
48.	Conditions of issue of share warrants	20

GENERAL MEETINGS	2023
49 <u>48</u> . General meetings	2023
50 <u>49</u> . Annual general meetings	2023
54 <u>50</u> . Convening of <u>and participating in</u> general meetings	2024
52 . Ordinary business	20
53 <u>51</u> . Separate general <u>Electronic</u> meetings	2424
54 <u>52</u> . General meetings at more than one place <u>physical location (Satellite Locations)</u>	2425
55 <u>53</u> . Notice and conditions of holding <u>Separate general</u> meetings	2427
56 . Controlling level of attendance	24
57 . Deemed location of meeting	22
58 . Adjournment to more than one place	22
NOTICE OF GENERAL MEETINGS	2227
59 <u>54</u> . Length of notice <u>Notice</u>	2227
60 <u>55</u> . Omission or non-receipt of notice	2328
64 <u>56</u> . Postponement of general meetings	2328
PROCEEDINGS AT GENERAL MEETINGS	2329
62 <u>57</u> . Quorum	2329
63 <u>58</u> . Procedure if quorum not present	2429
64 <u>59</u> . Security <u>Accommodation of members, security</u> arrangements <u>and ordinary conduct at General Meetings</u>	2430
65 <u>60</u> . Chairman of general meeting	2430
66 . Orderly conduct	25
67 <u>61</u> . Entitlement to attend and speak	2531
68 <u>62</u> . Adjournments	2531
69 <u>63</u> . Notice of adjournment	2532
AMENDMENTS <u>TO RESOLUTIONS</u>	2532
70 <u>64</u> . Amendments to resolutions	2532
74 <u>65</u> . Amendments ruled out of order	2632
VOTING	2633
72 <u>66</u> . Suspension of rights	2633

73 <u>67</u> .	Votes of members.....	26 <u>33</u>
74 <u>68</u> .	Method of voting.....	27 <u>34</u>
75 <u>69</u> .	Procedure if poll demanded.....	28 <u>35</u>
76 <u>70</u> .	When poll to be taken.....	28 <u>35</u>
77 <u>71</u> .	Continuance of other business after poll demand.....	28 <u>35</u>
78 <u>72</u> .	Votes cast in advance.....	28 <u>35</u>
79 <u>73</u> .	Votes on a poll.....	29 <u>36</u>
80 <u>74</u> .	Votes of joint holders <u>Joint Holders</u>	29 <u>36</u>
84 <u>75</u> .	Voting on behalf of incapable member.....	29 <u>36</u>
82 <u>76</u> .	No right to vote where sums overdue on shares.....	29 <u>36</u>
83 <u>77</u> .	Objections or errors in voting.....	29 <u>36</u>
	PROXIES.....	30 <u>37</u>
84 <u>78</u> .	Execution of proxies.....	30 <u>37</u>
85 <u>79</u> .	Delivery of proxies.....	30 <u>37</u>
86 <u>80</u> .	Maximum validity of proxy.....	31 <u>39</u>
87 <u>81</u> .	Form of proxy.....	31 <u>39</u>
88 <u>82</u> .	Cancellation of proxy's <u>Revocation of</u> authority.....	32 <u>39</u>
	CORPORATIONS ACTING BY REPRESENTATIVES.....	32 <u>40</u>
89 <u>83</u> .	Representatives of corporations.....	32 <u>40</u>
	APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS.....	33 <u>40</u>
90 <u>84</u> .	Number of directors.....	33 <u>40</u>
94 <u>85</u> .	Directors' shareholding qualification.....	33 <u>40</u>
92 <u>86</u> .	Power of the Company to appoint directors.....	33 <u>40</u>
93 <u>87</u> .	Power of the Board to appoint directors.....	33 <u>40</u>
94 <u>88</u> .	Periodic retirement.....	33 <u>41</u>
95 <u>89</u> .	Filling vacancies.....	33 <u>41</u>
96 <u>90</u> .	Power of removal by special resolution.....	33 <u>41</u>
97 <u>91</u> .	Persons eligible as directors.....	34 <u>41</u>
98 <u>92</u> .	Position of retiring directors.....	34 <u>41</u>

93.	Procedure if insufficient directors appointed	41
99 94.	Vacation of office by directors	34 42
100 95.	Alternate directors	35 43
101 96.	Executive directors	36 44
	FEES, REMUNERATION, EXPENSES AND PENSIONS	36 44
102 97.	Directors' fees	36 44
103 98.	Additional remuneration	36 44
104 99.	Expenses	37 45
105 100.	Pensions and gratuities for directors	37 45
	DIRECTORS' INTERESTS	37 45
106 101.	Permitted interests and voting	37 45
	POWERS AND DUTIES OF THE BOARD	41 49
107 102.	General powers of the Company vested in the Board	41 49
	BORROWING POWERS	42
103.	Liability for loss of financial assets held in custody	50
108 104.	Borrowing powers	42 50
109 105.	Agents	43 51
110 106.	Delegation to individual directors	43 51
111 107.	Official seals	43 51
112 108.	Registers	43 51
113 109.	Provision for employees	43 52
117 113.	Accounts	44 52
	PROCEEDINGS OF THE BOARD	44 53
118 114.	Board meetings	44 53
119 115.	Notice of board Board meetings	45 53
120 116.	Quorum	45 53
121.	Directors below 117.Powers of directors if less than the minimum through- vacancies number	45 53
122 118.	Appointment of chairman	45 54
123 119.	Competence of meetings	46 54

124 120 . Voting.....	46 54
125 121 . Delegation to Committees.....	46 54
126 122 . Validity of acts of the Board or a committee.....	46 55
127 123 . Participation in meetings by telephone	47 55
128 124 . Resolution in writing.....	47 55
SECRETARY.....	47 55
129 125 . Appointment and removal of the secretary.....	47 55
SEALS	47 56
130 126 . Use of seals.....	47 56
DIVIDENDS AND OTHER PAYMENTS.....	48 56
131 127 . Declaration of dividends by the Company.....	48 56
132 128 . Payment of interim and fixed dividends by the Board.....	48 56
133 129 . Calculation and currency of dividends.....	48 56
134 130 . Amounts due on shares may be deducted from dividends.....	48 57
135 131 . No interest on dividends.....	49 57
136 132 . Payment procedure.....	49 57
137 133 . Uncashed dividends.....	49 59
138 134 . Forfeiture of unclaimed dividends	50 59
139 135 . Distribution of specific assets	50 59
140 136 . Scrip dividends	50 60
RESERVES.....	52 61
141 137 . Sums carried to reserve.....	52 61
142 138 . Capital reserve.....	52 62
CAPITALISATION OF PROFITS.....	53 63
143 139 . Power to capitalise reserves and revenue account.....	53 63
144 140 . Settlement of difficulties in distribution.....	54 63
RECORD DATES.....	54 63
145 141 . Power to choose any record date.....	54 63
ACCOUNTING RECORDS.....	54 64

146 142 . Records to be kept	54 64
147 143 . Inspection of records	54 64
SUMMARY FINANCIAL STATEMENTS	54 64
148 144 . Summary financial statements	54 64
AUDITORS	54 64
149 145 . Validity of acts of Auditors	54 64
150 146 . Attendance at general meetings	55 64
SERVICE OF NOTICES AND OTHER DOCUMENTS	55 64
151 147 . Service of notices	55 64
152 148 . Record date for service	55 65
153 149 . Members resident abroad	55 66
154 150 . Service of notice on person entitled by transmission	56 66
155. When notice deemed served	56
151. Deemed delivery	67
156 152 . Notice when post and/or electronic means not available	57 67
DESTRUCTION OF DOCUMENTS	57 68
157 153 . Company may destroy old instruments of transfer and other documents	57 68
WINDING UP	58 69
158 154 . Distribution of assets otherwise than in cash	58 69
INDEMNITY	58 69
159 155 . Indemnity of officers and others	58 69
160 156 . Duration	59 69
REAL ESTATE INVESTMENT TRUST STATUS	59 70
161 157 . Cardinal Principle	59 70
162 158 . Reporting	67 78

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TARGET HEALTHCARE REIT PLC

(Registered Number 11990238)

(Incorporated in England and Wales on 10 May 2019)

(Adopted by Special Resolution passed on ~~2-December-2020~~ [●] [●] 2026)

PRELIMINARY

1. Exclusion of Model Form Articles

~~The regulations~~ No articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies (including, without limitation, the articles contained in The Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) and any amendment, re-enactment or substitution thereof from time to time) shall ~~not~~ apply ~~to~~ as the articles or regulations of 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 ~~these~~ them.

3. Unrestricted objects

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

4. Definitions

In these Articles unless the context otherwise requires:

"the 2006 Act" means the Companies Act 2006 as amended from time to time;

"address" ~~has the meaning given to it in section 1148 of the 2006 Act~~ includes a number or address used for the purposes of sending or receiving documents or information by electronic means;

"AIFM Rules" means ~~The~~ the.

- (i) the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773), as amended;
- (ii) any directly applicable assimilated EU law, and any other UK statutory or regulatory requirements, derived from Directive (2011/61/EU) ~~and all applicable rules and regulations implementing that Directive;~~ (including Commission Delegated Regulation (EU) No 231/2013 as it forms part of UK law); and
- (iii) the rules made by the Financial Conduct Authority under, pursuant to or in connection with the foregoing,

in each case as amended, extended or replaced from time to time;

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

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

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

"**certificated share**" means a share which is not an uncertificated share and references in these Articles to a share being held "in certificated form" shall be construed accordingly;

"**clear days**" 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;

the "**Company**" means Target Healthcare REIT plc or such other name which the Company may from time to time be registered in accordance with the Statutes;

"**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 requires to be incorporated into, or otherwise associated with, a communication in electronic~~

~~form 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~~such 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 of the United Kingdom, including any replacement or substitute therefore, and any regulatory body or person succeeding, in whole or in part, to the functions thereof;

"FCA Handbook" means the handbook of rules and guidance of the FCA, as amended from time to time;

"Gross Assets" means the aggregate value of all assets of the Group;

"Group" means the Company, any holding company of the Company and any subsidiary or subsidiary undertaking of such holding company and any subsidiary or subsidiary undertaking of the Company;

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

~~**"Joint Holder"** means, where a share is held by more than one Holder, each of such Holders;~~

"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;

"Joint Holder" means, where a share is held by more than one Holder, each of such Holders;

"the London Stock Exchange" means the main market for listed securities of the London Stock Exchange plc;

"the 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;

"paid up" means paid up or credited as paid up, excluding any premium paid or deemed to be paid up on a share over and above the nominal value of the share, and the word "unpaid" in these Articles shall be construed as such;

"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;

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

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

"REIT" means a company qualifying for UK tax purposes as a real estate investment trust in accordance with Part 12 of the Corporation Tax Act 2010;

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

"Satellite Location" has the meaning ascribed thereto in Article ~~53~~52;

"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;

"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 dematerialised instructions on another person's behalf;

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

"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 share" means a share of a class which is for the time being a participating class, title to which is recorded on the Register as being held in uncertificated form; ~~and~~ and references in these Articles to a share being held "in uncertificated form" shall be construed accordingly;

"United Kingdom" means Great Britain and Northern Ireland¹;

~~4.1. In the reference to "sponsoring system participant" above, the word "person" shall include any body corporate.~~

"United States" or "US" means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia; and

"US Tax Code" means the US Internal Revenue Code of 1986, as amended.

- 4.2. The expression **"debenture"** shall include **"debenture stock"**.
- 4.3. The words **"holding company"** and **"subsidiary"** shall be construed in accordance with section 1159 of the 2006 Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.
- 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~~Unless the context otherwise requires, a "person" includes a natural person, bodies corporate and unincorporated bodies or associations (whether or not having separate legal personality).
- 4.7. ~~Expressions referring~~References to **"in writing"** and 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 ~~other than, whether sent or supplied~~ in electronic form ~~unless specifically provided for in a particular Article or where permitted by the Board in its absolute discretion~~or made available on a website or otherwise.
- 4.8. References to a **"meeting"**:
- 4.8.1. 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~~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 2006 Act and these Articles and **"attend"**, **"attending"**,

"attendance", "participate", "participating" and "participation" shall be construed accordingly; and

- 4.8.2. shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.
- 4.9. 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.
- 4.10. References to an "**electronic meeting**" mean a general meeting (including an annual general meeting), or a separate general meeting of the ~~holders~~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.
- 4.11. 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.
- 4.12. 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.
- 4.13. References to a document being "**executed**", "**signed**" or to "**signature**" include 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 a communication in electronic form, such references are to it being ~~an electronic signature (subject to such terms and conditions as the Board may from time to time determine)~~authenticated as specified by the Statutes.
- 4.14. Headings are for convenience of reference only and shall not affect the construction or interpretation ~~hereof~~of these Articles.
- 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 in force when these Articles or any part of these Articles are adopted shall bear the same meanings in these Articles or that part (as the case may be).

5. Form of resolution

- 5.1. Subject to the Statutes, where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.
- 5.2. Notwithstanding the provisions of the 2006 Act relating to members' 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~~such member 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. Rights attached to shares

- 7.1. For so long as the Company qualifies for REIT status, it shall only have one class of ordinary shares in issue.
- 7.2. Subject to the provisions of the Statutes and to any rights previously conferred on the ~~holders~~Holders of any other shares, any share may be issued with or have attached to it such preferred, deferred or other special 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.

8. Redeemable shares

Subject to the provisions of the Statutes and to any rights previously conferred on the ~~holders~~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~~Holder and the Board is authorised to determine the terms, conditions and manner of redemption of any such ~~shares~~share.

9. Warrants to subscribe for shares

The Company may, subject to the provisions of the Statutes and of these Articles, issue warrants to subscribe for shares in the Company. Such warrants shall be issued upon such terms and subject to such conditions as may be resolved upon by the Board including, without prejudice to the foregoing generality, terms and conditions which provide that, on a winding up of the Company, a ~~holder~~Holder of warrants may be entitled to receive out of the assets of the Company available in the

liquidation *pari passu* with the ~~holders~~Holders of shares of the same class as the shares in respect of which the subscription rights conferred by the warrants can be exercised such a sum as he would have received had he exercised the subscription rights conferred by his warrants prior to the winding up but under deduction of the price (if any) payable on exercise of such subscription rights.

10. Variation of rights

Subject to the provisions of the Statutes, 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~~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~~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 entitled to vote and present 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~~Holder entitled to vote and present in person or by proxy (whatever the number of shares held by ~~him~~them) shall be a quorum), that every ~~holder~~Holder of shares of the class entitled to vote and 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~~them (subject to any rights or restrictions attached to any class of shares) and that any ~~holder~~Holder of shares of the class entitled to vote and present in person or by proxy may demand a poll. The foregoing provisions of this Article shall apply to the variation of any special rights which only attach to certain shares of a particular class as if the shares carrying such special rights formed a separate class.

11. ~~Pari-passu issues~~Matters not constituting variation of rights

The rights conferred upon the ~~holders~~Holders of any shares shall not, unless otherwise expressly provided in the rights attaching to those shares, be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them or if the Company purchases or redeems any of its own shares or holds any such shares as treasury shares.

12. Payment of commission

The Company may exercise the powers of paying commissions conferred by the Statutes to the ~~full~~fullest 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 other securities 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.

13. 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~~Holder.

14. Suspension of rights where non-disclosure of interest

- 14.1. Where the ~~holder~~Holder of any shares in the Company, or any other person appearing to be interested in those shares, fails to comply within the relevant period with any statutory notice in respect of those shares or, in purported compliance with a statutory notice, has made a statement which is false or inadequate in any material way, the Company may give the ~~holder~~Holder of those shares a further notice (a "restriction notice") to the effect that from the service of the restriction notice those shares will be subject to some or all of the relevant restrictions, and from service of the restriction notice those shares shall, notwithstanding any other provision of these Articles, be subject to those relevant restrictions accordingly. For the purposes of enforcing the relevant restrictions referred to in Article 14.8.5(c) below, the Board may give notice to the relevant Holder requiring the Holder to change the relevant shares held in uncertificated form to certificated form by the time stated in the restriction notice and to keep them in certificated form for as long as the Board requires. The restriction notice may also state that the Holder may not change any of the relevant shares held in certificated form to uncertificated form. If the Holder does not comply with the restriction notice, the Board may authorise any person to instruct the Operator to change the relevant shares held in uncertificated form to certificated form.
- 14.2. 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~~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~~The Company shall cancel a~~ restriction notice ~~shall automatically cease to have effect in respect of any shares~~within seven days after receipt of a notice in writing that the relevant shares have been transferred where the transfer is pursuant to an arm's length sale of those shares.
- 14.3. 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 restriction notice shall be paid without interest to the person who would but for the restriction notice have been entitled to them or as ~~he~~they may direct.

- 14.4. 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.
- 14.5. Any ~~holder~~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~~request the Company shall give that information accordingly.
- 14.6. 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~~Holder, but the failure or omission to do so or the non-receipt of the copy by the ~~holder~~Holder shall not invalidate such statutory notice.
- 14.7. 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.
- 14.8. In this Article:
- 14.8.1. 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~~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 (as defined in section 974 of the 2006 Act) 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~~Holder or any person appearing to be interested in such shares;
- 14.8.2. **"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;

- 14.8.3. **"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 (calculated exclusive of any shares held as treasury shares), or of any class of such shares (calculated exclusive of any shares of that class held as treasury shares), in issue at the date of service of the ~~statutory notice or the~~ restriction notice ~~(as the case may be) (calculated exclusive of treasury shares)~~;
- 14.8.4. **"relevant period"** means a period of 14 days following service of a statutory notice;
- 14.8.5. **"relevant restrictions"** means in the case of a restriction notice served on a person with a 0.25 per cent. interest that:
- (a) the shares shall not confer on the ~~holder~~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~~Holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to attending general meetings and voting;
 - (b) the Board may withhold payment of all or any part of any dividends (including shares issued in lieu of dividends) or other moneys payable in respect of the shares;
 - (c) the Board may ~~(subject to the requirements of the Uncertificated Securities Regulations)~~ decline to register a transfer of any of the shares ~~or any of them~~which are certificated shares, unless such a transfer is pursuant to an arm's length sale,
- and in any other case means only the restriction specified in subparagraph (i) of this definition; and
- 14.8.6. **"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.

15. Uncertificated shares

- 15.1. 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 14.1, 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.~~

15.2. 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:

15.2.1. the holding of shares of that class in uncertificated form;

15.2.2. the transfer of title to shares of that class by means of a relevant system; and

15.2.3. 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~~updating 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.

15.3. 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.

15.4. If, under these Articles or the Statutes, the Company is entitled to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over an uncertificated share then, subject to these Articles and the Statutes, such entitlement shall include the right of the Board to:

15.4.1. require the Holder of that uncertificated share by notice in writing to change that share from uncertificated to certificated form within such period as may be specified in the notice and keep it as a certificated share for as long as the Board requires;

15.4.2. appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the Holder of such share as may be required to effect the transfer of such share and such steps

shall be as effective as if they had been taken by the Holder of that share;
and

15.4.3. take such other action that the Board considers appropriate to achieve the
sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or
otherwise to enforce a lien in respect of that share.

15.5. Unless the Board otherwise determines, shares which a member holds in
uncertificated form shall be treated as separate holdings from any shares which that
member holds in certificated form. However, shares held in uncertificated form shall
not be treated as forming a class which is separate from certificated shares with the
same rights.

15.6. ~~15.4.~~ 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.

15.7. ~~15.5.~~ 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; in particular,
any provisions of these Articles which require or otherwise envisage that action will
be taken in reliance on information contained in the Operator register of securities
shall be construed to permit that action to be taken in reliance on information
contained in any relevant record of securities (as so maintained and reconciled).

16. 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~~Holder of any certificated shares shall be entitled, without payment, to receive within whichever is the earlier of:

16.1. any time period required by the listing rules of the FCA; and

16.2. any 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 administration and 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~~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 to the extent the balance is to be held in certificated form. The Company shall not be bound to register more than four persons as the ~~joint holders~~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~~Holder of uncertificated shares.

17. Replacement of share certificates

If a share certificate is defaced, ~~worn-out~~damaged, lost or destroyed, it may be replaced ~~without charge but~~ on such terms (if any) as to evidence and indemnity as the Board may decide and, where it is defaced or ~~worn-out~~damaged, 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~~the request of the member 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~~their 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~~Joint Holders may request replacement certificates under this Article.

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

LIEN

19. 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.

20. Enforcing lien by sale

20.1. The ~~Board~~Company may sell, in such manner as the Board may decide, all or any of the shares subject to any lien at such time or times and in such manner as it may determine. However, no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on the ~~holder~~Holder or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for 14 clear days after service of such notice.

20.2. To give effect to the sale:

20.2.1. 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;

20.2.2. 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

20.2.3. the Board may authorise any person to take such other steps (including the giving of directions to or on behalf of the ~~holder~~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.

20.3. The ~~purchaser~~transferee shall not be bound to see to the application of the purchase money, and the title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

21. 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

22. 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~~them at least fourteen (14) clear days' notice specifying when and where and/or the means by which payment is to be made) pay to the Company as required by the notice the amount called on ~~his~~their shares. A call may be made payable by instalments. A call may be revoked or postponed, in whole or in part, as the Board may decide. A person upon whom a call is made shall remain liable for all calls made upon ~~him~~them notwithstanding the subsequent transfer of the shares in respect of which the call was made.

23. 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.

24. Liability of ~~joint holders~~Joint Holders

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

25. 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.

26. 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.

27. Power to differentiate

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

28. 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~~them 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

29. 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~~them requiring ~~him~~them 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 (14) days from the date of service of the notice) on or before which, and the place within the United Kingdom where and/or the means by which, 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 or by the means 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 and other moneys payable 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.

30. 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~~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.

31. Sale of forfeited shares

- 31.1. Until cancelled in accordance with the requirements of the 2006 Act, a forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the Holder or to any other person upon such terms and in such manner as the Board shall decide.
- 31.2. Where for the purposes of its disposal a forfeited share is to be transferred to any person:
- 31.2.1. in the case of a share in certificated form, the Board may authorise any person to sign an instrument of transfer;
 - 31.2.2. 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~~relevant system to convert the share into certificated form and, after such conversion, authorise any person to sign an instrument of transfer; and
 - 31.2.3. the Board may authorise any person to take such other steps (including the giving of directions to or on behalf of the Holder, who shall be bound by them) as the Board consider fit to effect the disposal.
- 31.3. The Company may receive the consideration (if any) given for the share on its disposal (which consideration shall belong to the Company) and the Company will 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.
- 31.4. At any time before a sale or disposition the forfeiture may be cancelled by the Board on such terms as the Board may decide.

32. 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.

33. Forfeiture not to extinguish liability to pay

Any person whose shares have been forfeited or surrendered shall, notwithstanding that ~~he~~they 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~~them to the Company in respect of the shares, together with interest thereon at the rate of 15 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~~their 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.

34. 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~~their title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or disposal.

TRANSFER OF SHARES

35. Transfer

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

- 35.1. any member may transfer all or any of ~~his~~their uncertificated shares by means of a relevant system in such manner provided for, and subject as provided in the Uncertificated Securities Regulations and the rules of any relevant system, and accordingly no provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred; and
- 35.2. any member may transfer all or any of ~~his~~their 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~~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.

36. Rights to decline registration of partly paid shares

Subject to the 2006 Act, the Board may, in its absolute discretion, 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.

37. Other rights to decline registration

- 37.1. The Board may only decline to register a transfer of an uncertificated share in the circumstances set out in the Uncertificated Securities Regulations or the rules of the relevant system, and where, in the case of a transfer to ~~joint holders~~Joint Holders, the number of ~~joint holders~~Joint Holders to whom the uncertificated share is to be transferred exceeds four.
- 37.2. The Board may decline to register any transfer of a certificated share unless:
- 37.2.1. 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 and, if the instrument of transfer is signed by some other person on their behalf, the authority of that person so to do;
 - 37.2.2. (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;
 - 37.2.3. the instrument of transfer is in respect of only one class of share; and
 - 37.2.4. in the case of a transfer to ~~joint holders~~Joint Holders, the number of ~~joint holders~~Joint Holders to whom the share is to be transferred does not exceed four.
- 37.3. For all purposes of these Articles relating to the registration of transfers of shares, the renunciation of the allotment of any shares by the allottee in favour of some other person shall be deemed to be a transfer and the Board shall have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

38. Notice of refusal

If the Board declines to register a transfer of a share it shall, as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged or, in the case of uncertificated shares, as soon as reasonably practicable and in any event within two months after the date on which the relevant Operator-instruction is received, send to the transferee notice of the refusal, ~~together with its reasons for refusal.~~ The Board shall provide such further information about its reasons for declining to register a transfer to the transferee as the transferee may reasonably request. Any instrument of transfer which the Board declines to register shall be returned to the person depositing it (except if there is suspected or actual fraud).

39. 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.

40. Untraced ~~shareholders~~ Holders

40.1. The Company shall be entitled to sell at the best price reasonably obtainable at the time of sale any share held by a member, or any share to which a person is entitled by transmission, if:

40.1.1. 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;

40.1.2. no cash dividend payable on the shares has either been claimed by presentation to the paying bank of the relevant cheque or 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~~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 at any time during the relevant period;

40.1.3. the Company has sent a notice to the last known postal address the Company has for the ~~holder~~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~~Holder of, or person entitled by transmission to, the shares, which may include employing a professional asset reunification company or other tracing agent; ~~and so and~~

40.1.4. so far as any director of the Company is aware, the Company has not during the qualifying period and for three months following the date of sending of the notice referred to in Article ~~40.3~~40.1.3 and prior to the ~~sale~~sale of the share received any communication from the ~~holder~~relevant Holder of, or person entitled by transmission to, the shares.

40.2. For the purpose of this Article:

40.2.1. **"the qualifying period"** means the period of twelve years immediately preceding the date of sending the notice referred to in Article ~~40.3 above~~ 40.1.3 above; and

- 40.2.2. **"the relevant period"** means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of Articles ~~40.1.1 to 40.1.3 above~~40.1.1 to 40.1.4 above have been satisfied.
- 40.2.3. 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~~either in certificated or uncertificated form in right of any share to which Article 40.1 above applies (or in right of any share so issued) and all the requirements of Articles ~~40.1.1 to 40.1.3 above~~40.1.2 to 40.1.4 above have been satisfied in regard to the further shares, the Company may also sell the further shares at the best price reasonably obtainable at the time of sale.
- 40.3. To give effect to the sale of any share pursuant to this Article:
- 40.3.1. 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 signed by that person shall be as effective as if it had been signed by the Holder of, or person entitled by transmission to, the share;
- 40.3.2. 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~~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 signed by that person shall be as effective as if it had been signed by the ~~holder~~Holder of, or person entitled by transmission to, the share;~~and~~
- 40.3.3. the Board may authorise any person to take such other steps (including the giving of directions to or on behalf of the ~~holder~~Holder of, or the person entitled by transmission to, the share, who shall be bound by them) as the Board consider fit to effect the sale~~;~~ and
- 40.3.4. the Board may enter the name of the transferee in respect of the transferred shares in the Register notwithstanding the absence of any share certificates being lodged in respect thereof and may issue a new certificate to the transferee.
- 40.4. The purchaser shall not be bound to see to the application of the purchase moneys, nor shall ~~his~~the purchaser's 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~~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

41. Transmission on death

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

42. 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.

43. 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~~Holder of the share or to have some person nominated by ~~him~~them registered as the ~~holder~~Holder. If ~~he~~the person elects to be registered ~~himself~~he~~themselves~~they shall give notice to the Company to that effect. If ~~he~~the person elects to have another person registered, ~~he shall and the share is a certificated share, they shall sign an instrument of~~ transfer ~~title to of~~ the share to that person. If the person elects to have themselves or another person registered and the share is an uncertificated share, they shall take any action the Board may require (including, without limitation, the signing of any document and the giving of any instruction by means of a relevant system) to enable themselves or that person to be registered as the Holder of the share. The Board may at any time give notice requiring the person to elect either to be registered ~~himself~~themselves 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.

44. Rights of person entitled by transmission

Where a person becomes entitled by transmission to a share, the rights of the ~~holder~~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~~the person would have had if ~~he~~they were the ~~holder~~Holder of it save that, until he becomes the ~~holder~~Holder, ~~he~~they 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~~Holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings.

ALTERATION OF SHARE CAPITAL

45. Fractions

Subject to any direction by the Company in general meeting, whenever as a result of any consolidation, consolidation and ~~divisions~~sub-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~~£5.00 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~~Holder of the shares comprised in any such transfer and ~~he~~they shall not be bound to see to the application of the purchase money nor shall ~~his~~their 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~~sub-divisions and/or consolidations and may cause any shares arising on consolidation or ~~subdivisions~~sub-division and representing fractional entitlements to be entered in the Register as certificated shares where this is desirable to facilitate the sale thereof.

46. Reduction of capital

~~The~~Subject to any rights for the time being attached to any shares, the Company may by special resolution reduce its share capital, any capital redemption reserve, any share premium account, any redenomination reserve or any other undistributable reserve in any manner permitted by, and in accordance with, the Statutes.

WARRANTS

47. ~~Issue of share warrants~~Purchase of own shares

Subject to the Statutes and to any rights for the time being attached to any shares, the Company may purchase its own shares (including any redeemable shares) and may hold such shares as treasury shares or cancel them. On any purchase by the Company of its own shares neither the Company nor the Board shall be required to select the shares to be purchased rateably or in any manner as between the Holders of shares of the same class or as between them and the Holders of shares of any other class.

~~The Company may, with respect to any fully paid shares, issue a warrant to bearer (referred to in these Articles as a "share warrant") stating that the bearer of the warrant is entitled to the shares specified in it and may provide (by coupons or otherwise) for the payment of future dividends on the shares included in a share warrant.~~

48. ~~Conditions of issue of share warrants~~

~~The powers referred to in Article 47 may be exercised by the Board who may determine and vary the conditions upon which share warrants shall be issued and in particular upon which:-~~

~~48.1. a new share warrant or coupon will be issued in the place of one damaged, defaced, worn out or lost (provided that no new share warrant will be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed);~~

~~48.2. the bearer of a share warrant shall be entitled to receive notice of and to attend, vote and demand a poll at general meetings;~~

~~48.3. dividends will be paid; and~~

~~48.4. a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in it.~~

~~Subject to such conditions and to these Articles, the bearer of a share warrant shall be deemed to be a member for all purposes. The bearer of a share warrant shall be subject to the conditions for the time being in force and applicable thereto made before or after the issue of such share warrant.~~

GENERAL MEETINGS

48. ~~49.~~ General meetings

Any general 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.

49. ~~50.~~ 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.

50. ~~51.~~ Convening of and participating in general meetings

50.1. ~~51.1.~~ The Board may convene a general meeting whenever it thinks fit. If there are not sufficient ~~Directors~~directors to form a quorum in order to convene a general meeting, any ~~Director~~director may convene a general meeting. If there is no ~~Director~~director, any two members may convene a general meeting in the same manner as nearly as possible as the ~~Directors~~directors could have done.

50.2. ~~51.2.~~ 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:

50.2.1. ~~51.2.1.~~ by means of an electronic platform or platforms pursuant to Article ~~52~~51 (but for the avoidance of doubt, the Board shall be under no obligation to offer or provide such platform, whatever the circumstances); and/or

50.2.2. ~~51.2.2.~~ by attendance and participation at one or more physical locations (including at any Satellite Location pursuant to Article ~~53~~52).

50.3. ~~51.3.~~ 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.

50.4. ~~51.4.~~ 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.

50.5. ~~51.5.~~ 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.

51. ~~52.~~ **Electronic meetings**

51.1. ~~52.1.~~ 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:

51.1.1. ~~52.1.1.~~ participate in the business for which the general meeting has been convened; and

51.1.2. ~~52.1.2.~~ 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.

51.2. ~~52.2.~~ 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 ~~64~~62 shall apply to that adjournment.

51.3. ~~52.3.~~ 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.

51.4. ~~52.4.~~ 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.

52. ~~53.~~ **General meetings at more than one physical location (Satellite Locations)**

52.1. ~~53.1.~~ A general meeting may be held at more than one physical location if:

52.1.1. ~~53.1.1.~~ the notice convening the meeting specifies that it shall be held at more than one location; or

52.1.2. ~~53.1.2.~~ the Board resolves, after the notice convening the meeting has been given, that the meeting shall be held at more than one location; or

52.1.3. ~~53.1.3.~~ 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.

52.2. ~~53.2.~~ 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 ~~64~~59.

52.3. ~~53.3.~~ 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:

52.3.1. ~~53.3.1.~~ participate in the business for which the general meeting has been convened; and

52.3.2. ~~53.3.2.~~ hear all persons who speak at the general meeting,

52.4. ~~53.4.~~ 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.-

52.5. ~~53.5.~~ 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 ~~64~~62.

52.6. ~~53.6.~~ 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 ~~64~~62 shall apply to that adjournment.

52.7. ~~53.7.~~ 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.

~~54. Ordinary business~~

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

~~54.1. declaring a dividend;~~

~~54.2. receiving and/or adopting the accounts of the Company, the reports of the directors and auditors and other documents required to be annexed to the accounts;~~

~~54.3. approving the directors' remuneration policy;~~

~~54.4. re-appointing the Auditors and authorising the directors to fix their remuneration;~~

~~54.5. re-appointing directors and appointing directors to replace those retiring at the meeting and not offering themselves for reappointment;~~

~~54.6. 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;~~

~~54.7. granting or renewing an authority for the Company to purchase its own shares; and~~

~~54.8. a resolution to call a general meeting on 14 clear days' notice.~~

53. ~~55.~~ 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~~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~~Holder of a share other than an ordinary share may, in ~~his~~their capacity as a member, attend or vote shall also constitute a separate general meeting of the ~~holders~~Holders of the ordinary shares.

NOTICE OF GENERAL MEETINGS

54. ~~56.~~ Length of noticeNotice

54.1. 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 Company may give such notice by any means or any combination of means permitted by the Statutes.

54.2. ~~56.1.~~ The notice shall specify:

54.2.1. ~~56.1.1.~~ the place at and/or electronic platform through which the meeting will take place, the day and the time of the meeting;

54.2.2. ~~56.1.2.~~ the general nature of the business to be transacted;

54.2.3. ~~56.1.3.~~ the address of the website where information relating to the meeting is available;

54.2.4. ~~56.1.4.~~ the Record Date;

54.2.5. ~~56.1.5.~~ any procedures on attendance and voting;

54.2.6. ~~56.1.6.~~ an explanation of the right to ask questions in accordance with the Statutes; and

54.2.7. ~~56.1.7.~~ an explanation of members' rights to requisition resolutions in accordance with the Statutes.

54.3. ~~56.2.~~ 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, to all persons entitled by transmission to a share, to every director, and also to the Auditors or, if more than one, each of them.

54.4. ~~56.3.~~ If the Board determines that a general meeting shall be held (wholly or partly) as an electronic meeting, the notice of the meeting or any 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.

54.5. ~~56.4.~~ For the purposes of this ~~Article 56~~ Article 54, "Record Date" shall mean the date specified by the Board in accordance with the Statutes determining the right to vote at a general meeting.

54.6. ~~56.5.~~ Subject to the Statutes and notwithstanding that a meeting of the Company is convened by shorter notice than that specified in this Article, it shall be deemed to have been properly convened if it is so agreed:

54.6.1. ~~56.5.1.~~ in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and

54.6.2. ~~56.5.2.~~ in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

~~56.6. 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.~~

55. ~~57.~~ Omission or non-receipt of notice

55.1. To the fullest extent permitted by law, the accidental omission to give any notice of a meeting or the accidental omission to send or supply any document or other information, including a proxy form, relating to any meeting to, or the non-receipt of any such notice ~~or~~ document or other information by, any person entitled to receive the notice ~~or~~ document or other information shall not invalidate the proceedings at that meeting (even if the Company becomes aware of such failure to send or supply or non-receipt).

55.2. 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.

56. ~~58.~~ 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 ~~53~~ 52 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

57. ~~59.~~ 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 or by a duly authorised corporate representative (which in each case shall include by means of an electronic platform and/or at a Satellite Location, if relevant) and entitled to vote shall be a quorum for all purposes.

58. ~~60.~~ Procedure if quorum not present

~~60.1.~~ 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 ten nor more than twenty-eight clear days later) and at such other time ~~or place 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 clear days later) and at~~ such other time or place(s) and/or electronic platform, and with such means of attendance and participation 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)~~ or by a duly authorised corporate

representative (which shall include by means of an electronic platform and/or at a Satellite Location, if relevant) and entitled to vote 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)~~ or by a duly authorised corporate representative (which shall include by means of an electronic platform and/or a Satellite Location, if relevant) and entitled to vote shall be a quorum.

~~60.2. 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.~~

59. ~~61.~~ Accommodation of members, security arrangements and ordinary conduct at General Meetings

59.1. ~~61.1.~~ 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 ~~61.1~~59.1 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 ~~53~~52 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.

59.2. ~~61.2.~~ The Board or the chairman of the meeting may direct that persons wishing to attend any general meeting should submit to and comply with such searches or other security, access or safety arrangements and/or other restrictions (including, without limitation, requiring evidence of identity to be produced before entering or accessing the meeting, placing restrictions on the items of personal property which may be taken into the meeting, and implementing restrictions in order to control the level of attendance at the meeting) 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~~may 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 such security, access or safety arrangements or restrictions.

59.3. ~~61.3.~~ 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.

59.4. ~~61.4.~~ The chairman of the general meeting shall take such action or give directions for such action to be taken as ~~he~~the chairman 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~~the chairman's determination as to whether any point or matter is of such a nature.

60. ~~62.~~ **Chairman of general meeting**

The chairman (if any) of the Board or, in ~~his~~their 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~~they 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. The chairman of the meeting shall not have a second or casting vote.

-

61. ~~63.~~ **Entitlement to attend and speak**

61.1. 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~~the chairman considers that this will assist in the deliberations of the meeting.

61.2. 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.

62. ~~64.~~ **Adjournments**

The chairman may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either indefinitely or to another time, place~~(s)~~ and/or electronic platform where it appears to ~~him~~the chairman that: (a) the members, proxies and corporate representatives 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(s) and/or electronic platform. When a meeting is adjourned indefinitely the time, place(s) and/or electronic platform ~~for~~ and the means of attendance and participation at the adjourned meeting shall be fixed by the Board. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place. Any meeting may be adjourned more than once.

63. ~~65.~~ Notice of adjournment

63.1. Any adjournment may, subject to the Statutes, be for such time, place(s) and/or electronic platform as the chairman (or, if the meeting is adjourned indefinitely, the Board) may in the chairman's (or the Board's) absolute discretion determine, notwithstanding that by reason of the adjournment some members may be unable to attend and participate in the adjourned meeting.

63.2. Where a meeting is adjourned indefinitely, the Board shall fix the time, place and/or electronic platform(s) for the adjourned meeting.

63.3. Whenever a meeting is adjourned for 14 days or more or indefinitely, 7 clear days' notice at the least, specifying the place(s) and/or electronic platform(s), the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting.

63.4. 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.

63.5. Save as aforesaid, ~~no member~~ shall ~~be entitled to~~ not be necessary to give any notice of an ~~adjournment~~ adjourned meeting or of the business to be transacted at any adjourned meeting.

AMENDMENTS TO RESOLUTIONS

64. ~~66.~~ Amendments to resolutions

64.1. 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~~their absolute discretion decides that it may be considered or voted upon.

64.2. With the consent of the chairman of the meeting, any amendment may be withdrawn by its proposer before it is put to the vote.

65. ~~67.~~ **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

66. ~~68.~~ **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 ~~44~~14.

67. ~~69.~~ **Votes of members**

67.1. ~~69.1.~~ **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:

67.1.1. ~~69.1.1.~~ every member who is present in person shall have one vote;

67.1.2. ~~69.1.2.~~ every duly authorised corporate representative who is present shall have one vote;

67.1.3. ~~69.1.3.~~ subject to Articles ~~69.1.1 and 69.1.5~~67.1.1 and 67.1.5, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution shall have one vote;

67.1.4. ~~69.1.4.~~ 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

67.1.5. ~~69.1.5.~~ 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 firm voting instructions on behalf of one or more other members, the proxy shall

not be restricted by the firm voting instructions in casting a second vote in ~~any manner he so chooses~~the opposite manner to that prescribed by the concrete voting instructions should they so choose under the discretionary authority conferred upon ~~him~~them.

67.2. ~~69.2.~~ 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:

67.2.1. ~~69.2.1.~~ every member who is present in person shall have one vote for every share of which ~~he is~~they are the ~~holder~~Holder;

67.2.2. ~~69.2.2.~~ every duly authorised corporate representative who is present may exercise all the powers on behalf of the company which authorised ~~him~~them to act as its representative and shall have one vote for every share in respect of which ~~he is~~they are appointed corporate representative; and

67.2.3. ~~69.2.3.~~ 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~~they are appointed as proxy, provided always that where a member appoints more than one proxy, this Article ~~69.2.3~~67.2.3 does not authorise the exercise by such proxies taken together of more extensive voting rights than could be exercised by the member in person.

67.3. ~~69.3.~~ 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.

68. ~~70.~~ Method of voting

68.1. A resolution put to the vote at an electronic meeting (including in relation to procedural matters) 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. Any such poll resolutions shall be deemed to have been validly demanded at the time fixed for the holding of the meeting to which it relates.

68.2. ~~70.1.~~ 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:

68.2.1. ~~70.1.1.~~ the chairman of the meeting; or

68.2.2. ~~70.1.2.~~ at least two members present in person or by proxy (which in each case shall include by means of an electronic platform and/or at a Satellite Location, if relevant) or represented by duly authorised corporate representative and entitled to vote on the resolution; or

68.2.3. ~~70.1.3.~~ any member or members present in person or by proxy or represented by duly authorised corporate representative (which in each case shall include by means of an electronic platform and/or at a Satellite Location, if relevant) and representing in the aggregate not less than one-tenth of the total voting rights (excluding any voting rights attached to any shares in the Company held in treasury) of all the members having the right to attend and vote ~~at~~on the ~~meeting~~resolution; or

68.2.4. ~~70.1.4.~~ any member or members present in person or by proxy or represented by duly authorised corporate representative (which in each case shall include by means of an electronic platform and/or at a Satellite Location, if relevant) and holding shares or being a representative in respect of a ~~holder~~Holder of shares conferring a right to ~~attend and~~ vote ~~at~~on the ~~meeting~~resolution 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.

68.3. The chairman of the meeting can also demand a poll before a resolution is put to the vote on a show of hands.

68.4. ~~70.2.~~ 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.

69. ~~71.~~ 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 some place and time fixed by ~~him~~the chairman for the purpose of declaring the result of the poll.

70. ~~72.~~ 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 ~~fourteen~~thirty days after the date of the demand) and at such time and place and by means of such attendance as the chairman shall direct. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll.

71. ~~73.~~ **Continuance of other business after poll demand**

The demand for a poll (other than on the election of a chairman of the meeting or on a question of adjournment) 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.

72. ~~74.~~ **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.

73. ~~75.~~ **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, speak and vote on ~~his~~their behalf on the same occasion, provided the proxies are appointed in respect of separate shares.

74. ~~76.~~ **Votes of ~~joint holders~~Joint Holders**

In the case of ~~joint holders~~Joint Holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other ~~joint holders~~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 with the most senior Joint Holder being the Holder whose name stands first in the Register in respect of the Joint Holding).

75. ~~77.~~ **Voting on behalf of incapable member**

A member in respect of whom an order has been made by any competent court or other suitably qualified person that ~~he is~~they are or may be suffering from mental disorder or is otherwise incapable of managing ~~his~~their affairs may vote at any general meeting of the Company or at any separate general meeting of the ~~holders~~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~~their 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.

76. ~~78.~~ 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~~them to vote (either personally or by proxy) at any general meeting of the Company or at any separate general meeting of the ~~holders~~Holders of any class of shares in the Company or upon a poll or to exercise any other right conferred by membership in relation to general meetings or polls unless all calls or other sums presently payable by ~~him~~them in respect of that share have been paid.

77. ~~79.~~ Objections or errors in voting

If:

77.1. ~~79.1.~~ any objection shall be raised to the qualification of any voter; or

77.2. ~~79.2.~~ any votes have been counted which ought not to have been counted or which might have been rejected; or

77.3. ~~79.3.~~ any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting or poll on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting or poll at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the 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

78. ~~80.~~ Execution of proxies

78.1. ~~80.1.~~ ~~An~~Subject to Article 78.2, an instrument appointing a proxy shall be in writing and signed by the appointer or ~~his~~their attorney duly authorised ~~in writing~~ or, if the appointer is a corporation, either under its seal or signed by an officer, attorney or other person authorised to sign it.

~~80.2. In this Article, references to "in writing" include the use of signed communications in electronic form subject to such terms and conditions (including as to signatures) as the Board may from time to time prescribe.~~

78.2. Subject to the Statutes, the Board may accept the appointment of a proxy received by electronic means on such terms and subject to such conditions as it considers fit.

The appointment of a proxy received by electronic means shall not be subject to the requirements of Article 78.1 above.

79. ~~81.~~ Delivery of proxies

79.1. ~~81.1.~~ The appointment of a proxy, ~~and any authority under which it is signed or a copy of such authority certified notari ally or in some other way approved by the Board,~~ shall, ~~subject to Article 85.2~~ must:

79.1.1. ~~81.1.1.~~ in the case of an ~~instrument in writing, be deposited~~ appointment made in hard copy form, be received at the Office, ~~(or at such other place (if any) within the United Kingdom as may be specified by the Company for the receipt of appointments of proxy in hard copy form)~~ and by such time as is specified for that purpose in or by way of note to the notice convening the meeting at which the person named in the appointment proposes to vote together with any authority under which it is made or a copy of such authority certified notari ally or in some other way approved by the Board; or

79.1.2. ~~81.1.2.~~ in the case of an appointment ~~contained in~~ made by electronic ~~form~~ means, be received at such address and by such time as is specified by the Company for the receipt of appointments of proxy by electronic means on a website or by way of note to the notice convening the meeting, at which the person named in the appointment proposes to vote. Any authority pursuant to which such an appointment is made or a copy of the authority, certified notari ally or in some other way approved by the Board, must, if required by the Board, be received at such address or at the Office (or such other place in the United Kingdom as may be specified by the Company for the receipt of such documents) not less than 48 hours (or such shorter time as the Board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote.

79.2. ~~81.2.~~ The time specified pursuant to Article ~~85.4~~ 79.1 for the deposit and/or receipt of a proxy in respect of a meeting or adjourned meeting or the vote by poll:

79.2.1. ~~81.2.1.~~ 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

79.2.2. ~~81.2.2.~~ 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

79.2.3. ~~81.2.3.~~ 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 ~~85~~79 "non-working days" means weekends, Christmas Day, Good Friday and any other bank holiday in England.

79.3. ~~81.3.~~ 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.

79.4. The procedure at a general meeting shall not be invalidated where an appointment of proxy in respect of that meeting is sent in electronic form as provided in these Articles, but because of a technical problem cannot be read by the recipient.

79.5. ~~81.4.~~ 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~~the proxy 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~~the proxy has been validly appointed) whenever held.

79.6. When two or more valid but differing appointments of proxy are delivered or received 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.

79.7. 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.

80. ~~82.~~ **Maximum validity of proxy**

No appointment of a proxy shall be valid after twelve months have elapsed from the date stated 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 on a poll after a meeting or an adjourned meeting even after twelve months, if it was valid for the original meeting.

81. ~~83.~~ **Form of proxy**

81.1. ~~83.1.~~ 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.

81.2. ~~83.2.~~ Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Board may from time to time permit appointments of a proxy to be made 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.

82. ~~84. Cancellation of proxy's~~ Revocation of 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 death or mental disorder of the member by whom the proxy is appointed or the previous determination of the authority of the ~~person voting or demanding a poll, or the previous death or insanity of the principal~~ proxy or corporate representative or the transfer of the shares for which the appointment is given, unless notice in writing of ~~the determination, death or insanity was~~ such death, mental disorder, revocation, determination or transfer shall have been received by the Company:-

~~84.1. at the Office (or at such other place or address as was specified by the Company for the receipt of appointments of proxy) 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~~

~~84.2. in the case of a communication in electronic form to such address specified for the purpose of the meeting, proxy form or in any communication in electronic form issued by the Company inviting shareholders to appoint a proxy,~~

not later than the last time at which an ~~instrument of~~appointment of a 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~~taken.

CORPORATIONS ACTING BY REPRESENTATIVES

83. ~~85.~~ **Representatives of corporations**

Any corporation (other than the Company itself) which is a member of the Company may by resolution of its board of directors or other governing body authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any separate meeting of the ~~holders~~Holders of any class of shares and, subject to the terms of the Statutes, the corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting at which a person or persons so authorised is present.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

84. ~~86.~~ **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 twelve.

85. ~~87.~~ **Directors' shareholding qualification**

No shareholding qualification for directors shall be required but a director who is not a member of the Company shall nevertheless be entitled to receive notice and to attend and speak at all general meetings of the Company and all separate class meetings of the ~~holders~~Holders of any class of shares of the Company.

86. ~~88.~~ **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.

87. ~~89.~~ **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 annual general meeting and shall then be eligible for election.

88. ~~90.~~ 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.~~

At each annual general meeting of the Company each director shall retire from office except any director appointed by the Board after the notice of that annual general meeting has been given and before that annual general meeting has been held.

89. ~~91.~~ Filling vacancies

Subject to the provisions of these Articles, at the general 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~~their place.

90. ~~92.~~ 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~~their 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~~their place.

91. ~~93.~~ Persons eligible as directors

No person other than a director retiring at the meeting or a person recommended by the Board shall be appointed or re-appointed as a director at any general meeting unless not less than seven nor more than 42 days before the day appointed for the meeting, notice signed 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 re-appointment together with notice signed by that person of ~~his~~their willingness to be appointed or re-appointed.

92. ~~94.~~ Position of retiring directors

A director who retires ~~(whether as a periodic retirement or otherwise)~~ at an annual general meeting may, if willing to continue to act, ~~be offered himself or herself for re-appointment by the members. A director that is so~~ re-appointed. ~~If he will be treated as continuing in office without a break. Subject to Article 93, if the director is~~ not re-appointed, ~~he~~they shall retain office until the meeting ~~appoints~~passes a resolution to appoint someone in ~~his~~their place or, if it does not do so, until the end of the meeting.

93. Procedure if insufficient directors appointed

93.1. If:

93.1.1. 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 persons who are not so appointed or re-appointed being "Retiring Directors"); and

93.1.2. 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 purposes of making director appointments, convening and holding general meetings of the Company and performing such other acts as a Retiring Director considers necessary or appropriate in order to comply with any legal or regulatory requirement applicable to the Company or the directors or to him or her as a director.

93.2. The directors shall convene a general meeting as soon as reasonably practicable following the meeting referred to in Article 93.1 above 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 93 shall also apply to that meeting.

94. ~~95.~~ **Vacation of office by directors**

94.1. ~~95.1.~~ Without prejudice to the provisions for periodic retirement or otherwise contained in these Articles, the office of a director shall be vacated if:

94.1.1. ~~95.1.1. he~~ the director resigns ~~his~~ their office by notice in writing delivered to the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a meeting of the Board; or

94.1.2. ~~95.1.2.~~ by notice in writing delivered to the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a meeting of the Board ~~he~~ the director offers to resign and the Board resolves to accept such offer; or

94.1.3. ~~95.1.3.~~ by notice in writing delivered to the Office or at an address specified by the Company for the purposes of communication by electronic means 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 three in number; or

94.1.4. ~~95.1.4.~~ the ~~Directors~~ director is or has been suffering from mental or physical ill health and the Board resolves that their office is vacated; or

94.1.5. ~~95.1.5. he~~ the director is absent without the permission of the Board from meetings of the Board (whether or not an alternate director appointed by

~~him~~the director attends) for six consecutive months and the Board resolves that ~~his~~the director's office is vacated; or

94.1.6. ~~95.1.6. he~~the director becomes bankrupt or compounds with his creditors generally; or

94.1.7. ~~95.1.7. he~~the director is prohibited by law from being a director; or

94.1.8. ~~95.1.8. he~~the director ceases to be a director by virtue of the Statutes or is removed from office pursuant to these Articles; or

94.1.9. all of the other directors pass a resolution stating that the director shall cease to be a director of the Company with immediate effect or with effect from such other time as is stated in the resolution.

94.2. ~~95.2.~~ If a director vacates ~~his~~their office for any reason, ~~he~~they shall cease to be a member of any committee or sub-committee of the Board.

~~95.3. 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.~~

95. ~~96.~~ Alternate directors

95.1. ~~96.1.~~ Each director may appoint any person to be ~~his~~their alternate and may at ~~his~~their 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 appointer and delivered to the Office or at an address specified by the Company for the purpose of communication by electronic means or tendered at a meeting of the Board, or in any other manner approved by the Board. An alternate director shall be entitled to receive notice of all meetings of the Board or of committees of the Board of which ~~his~~their appointer is a member. ~~He~~The alternate director shall also be entitled to attend and vote as a director at any such meeting at which the director appointing ~~him~~them is not personally present and at such meeting to exercise and discharge all the functions, powers, rights and duties of ~~his~~their appointer as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if ~~he~~they were a director.

95.2. ~~96.2.~~ 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~~their appointment be an officer of the Company. An alternate director shall alone be responsible to the Company for ~~his~~their acts and defaults and shall not be deemed to be the agent of or for the director appointing ~~him~~them. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if ~~he~~they were a director. An alternate director shall not be entitled to receive from the Company any fee in ~~his~~their capacity as an alternate director but the Company shall, if so

requested in writing by the appointer, pay to the alternate director any part of the fees or remuneration otherwise due to the appointer.

95.3. ~~96.3.~~ 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~~they act as alternate, in addition to ~~his~~their own vote if ~~he is~~they are also a director but ~~he~~they shall count as only one for the purposes of determining whether a quorum is present. Signature by an alternate director of any resolution in writing of the Board or a committee of the Board shall, unless the notice of ~~his~~their appointment provides to the contrary, be as effective as signature by ~~his~~their appointer.

95.4. ~~96.4.~~ An alternate director shall automatically cease to be an alternate director:

95.4.1. ~~if his~~if their appointer ceases for any reason to be a director except that, if at any meeting any director retires but is reappointed or deemed to be reappointed at the same meeting, any appointment made by ~~him~~them pursuant to this Article which was in force immediately before ~~his~~their retirement shall remain in force as though ~~he~~they had not retired:

~~96.5. 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.~~

95.4.2. on the happening of any event which if they were a director would cause them to vacate their office as director; or

95.4.3. if the alternate director resigns their office by notice in writing to the Company.

96. ~~97.~~ **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~~the director and the Company which may be involved in the revocation or termination. A director so appointed shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may decide, and either in addition to or in lieu of ~~his~~their remuneration as a director.

FEES, REMUNERATION, EXPENSES AND PENSIONS

97. ~~98.~~ 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), and such benefits in kind as the Board may from time to time determine (not exceeding in the aggregate £~~250,000~~350,000 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) which remuneration shall be established pursuant to the provisions of Article ~~97~~96.

98. ~~99.~~ 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.

99. ~~100.~~ Expenses

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

100. ~~101.~~ 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

101. ~~402.~~ Permitted interests and voting

Paragraphs ~~402.4~~101.1 to ~~40.9~~101.9 of this Article are subject to the provisions of the Statutes and to the provisions of paragraphs ~~402.10~~101.10 to ~~402.16~~101.16.

101.1. ~~402.1.~~ No director or proposed or intending director shall be disqualified by ~~his~~their office from contracting with the Company, either with regard to ~~his~~their 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.

101.2. ~~402.2.~~ A director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with ~~his~~their 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.

101.3. ~~402.3.~~ 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~~them as a director or officer of or from ~~his~~their 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.

101.4. ~~402.4.~~ A director may act by ~~himself or his~~themselves or their firm in a professional capacity (otherwise than as Auditor) and ~~he~~the director or ~~his~~their firm shall be entitled to remuneration for professional services as if ~~he~~they were not a director.

101.5. ~~402.5.~~ A director shall not be counted in the quorum of any Board meeting nor vote on any resolution proposed at such meeting which concerns ~~his~~their own appointment, or the settlement or variation of the terms or the termination of ~~his~~their own appointment, as the ~~holder~~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~~their own appointment or the settlement or variation of the terms or the termination of ~~his~~their 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.

101.6. ~~402.6.~~ Save as otherwise provided by these Articles, a director shall not be counted in the quorum of any Board meeting nor vote on any resolution proposed at such meeting in respect of any actual or proposed transaction or arrangement with the Company in which ~~he~~the director has an interest which (taken together with any interest of any person connected with ~~him~~the director) is to ~~his~~the director's knowledge an interest of which ~~he~~they are aware, or ought reasonably to be aware, does conflict, or can reasonably be regarded as likely to give rise to a conflict, with the interests of the Company and, if ~~he~~they shall do so, ~~his~~their 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:

101.6.1. ~~402.6.1.~~ the giving to ~~him~~the director of any guarantee, indemnity or security in respect of money lent or obligations undertaken by ~~him~~them or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;

101.6.2. ~~402.6.2.~~ 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~~the director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

101.6.3. ~~402.6.3.~~ 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~~Holder of securities or in the underwriting or sub-underwriting of which the director is to participate;

101.6.4. ~~402.6.4.~~ any contract in which ~~he~~the director is interested by virtue of ~~his~~their interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;

101.6.5. ~~402.6.5.~~ any contract concerning any other company (not being a company in which the director owns one per cent. or more) in which ~~he~~the director is

interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;

101.6.6. ~~102.6.6.~~ 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;

101.6.7. ~~102.6.7.~~ any contract for the benefit of the employees of the Company or of any of its subsidiary undertakings under which ~~he~~the director benefits in a similar manner to the employees and which does not accord to any director as such any privilege or advantage not accorded to the employees to whom the contract relates; and

101.6.8. ~~102.6.8.~~ 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.

101.7. ~~102.7.~~ A company shall be deemed to be a company in which a director owns one per cent. or more if and so long as (but only if and so long as) ~~he~~the director, taken together with any person connected with ~~him~~them, is to ~~his~~their knowledge (either directly or indirectly) the holder of or beneficially interested in one per cent. or more of any class of the equity share capital of that company 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~~they have~~ no beneficial interest, any shares comprised in a trust in which ~~his~~their, 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~~the director, or any such person, is interested only as a unit holder.

101.8. ~~102.8.~~ Where a company in which a director owns one per cent. or more is interested in a contract, ~~he~~the director also shall be deemed to be interested in that contract.

101.9. ~~102.9.~~ 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~~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~~such director 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~~such director) has not been fairly disclosed to the Board.

101.10. ~~402.10.~~ A director who is in any way, whether directly or indirectly, interested in an actual or proposed transaction or arrangement with the Company shall declare the nature and extent of ~~his~~their interest at the meeting of the Board at which the question of entering into the contract is first taken into consideration, if ~~he~~the director knows ~~his~~their interest then exists, or in any other case at the first meeting of the Board after ~~he~~the director knows that ~~he~~is they are or ~~has~~have become so interested. For the purposes of this Article, a general notice to the Board by a director to the effect that (a) ~~he~~the director 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~~such director, 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.

101.11. ~~402.11.~~ 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.

101.12. ~~402.12.~~ 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, on such terms as they may determine, provided that:

101.12.1. ~~402.12.1.~~ the director has declared the full nature and extent of the situation to the Board; and

101.12.2. ~~402.12.2.~~ 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 have been agreed to if that conflicted director's vote had not been counted.

101.13. ~~402.13.~~ Any terms determined by the Board under paragraph ~~402.12~~101.12 of this Article may be imposed at the time of authorisation or may be imposed subsequently and may include (without limitation):

101.13.1. ~~402.13.1.~~ the exclusion of the interested director in question from all information and discussion by the Company of the situation in question; and

101.13.2. ~~402.13.2.~~ (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.

101.14. ~~402.14.~~ An interested director under this Article ~~402~~101 must act in accordance with any terms determined by the Board pursuant to paragraphs ~~402.12~~101.12 or ~~402.13~~101.13 of this Article.

101.15. ~~402.15.~~ Any authorisation given by the Board under paragraph ~~402.12~~101.12 of this Article may provide that, where the interested director obtains (other than through ~~his~~their position as a director of the Company) information that is confidential to a third party, ~~he~~the director 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.

101.16. ~~402.16.~~ 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 UK Listing Rules of the FCA.

POWERS AND DUTIES OF THE BOARD

102. ~~403.~~ 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.

BORROWING POWERS

103. Liability for loss of financial assets held in custody

The Board, at its discretion, may allow a depositary appointed to safe-keep the Company's assets to avail of a contractual discharge of liability for loss of such assets (including in cases where the law of a country that is not part of the European Economic Area requires assets to be held by a local custodian), provided always that all other conditions for such discharge have been met.

104. Borrowing powers

- 104.1. Subject as hereinafter provided and to the provisions of the Statutes the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- 104.2. 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 subsidiaries so as to secure that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Company and/or any of its subsidiaries (exclusive of moneys borrowed by the Company from and for the time being owing to any such subsidiary or by any such subsidiary from and for the time being owing to the Company or another such subsidiary) shall not, except with the consent of the Company in general meeting, at the time of borrowing exceed 35 per cent. of the Gross Assets.
- 104.3. For the purposes of the said limits:
- 104.3.1. the issue of debentures shall be deemed to constitute borrowing notwithstanding that the same may be issued in whole or in part for a consideration other than cash;
- 104.3.2. moneys borrowed for the purpose of repaying or redeeming (with or without premium) in whole or in part any other borrowed moneys falling to be taken into account and intended to be applied for such purpose within six months after the borrowing thereof shall not during such period, except to the extent so applied, themselves be taken into account;
- 104.3.3. any amounts borrowed from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under such contract which is guaranteed or insured by the Export Credits Guarantee Department or other like institution carrying on a similar business shall be deemed not to be borrowed moneys; and
- 104.3.4. borrowed moneys expressed in or calculated by reference to a currency other than sterling shall be translated into sterling by reference to the rate of exchange used for the conversion of such currency in the latest audited balance sheet of the relevant company or, if the relevant currency was not thereby involved, by reference to the rate of exchange or approximate rate of exchange ruling on such date and determined on such basis as the ~~auditors~~[Auditors](#) may determine or approve.
- 104.4. No person dealing with the Company or any of its subsidiaries shall be concerned to see or enquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the

recipient of the security had, at the time when the debt was incurred or security given, express notice that the said limit had been or would thereby be exceeded.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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 (other than a director or former director or shadow director) 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.

110. Net Asset Value

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

111. Information available to members

111.1. Notwithstanding anything to the contrary in Article 146 which shall not apply to this Article 110, Investor Disclosures shall be made available to members and prospective members in such manner as may be determined by the ~~board~~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).

111.2. For the purposes of Article ~~111.1~~110, the term "Investor Disclosures" means solely the information required to be made available to members and prospective members pursuant to FUND Rules in the ~~Financial Conduct Authority~~FCA Handbook as amended or replaced from time to time.

112. Valuation

112.1. 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.

112.2. 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 for regulatory reasons and any such suspension shall be announced by a Regulatory Information Service (as defined in the Financial Conduct Authority Rules).

113. Accounts

The directors may elect to prepare the annual report and accounts in accordance with generally acceptable accounting principles in the United Kingdom or such other international accounting standards as may be permitted under the laws of England and Wales from time to time.

PROCEEDINGS OF THE BOARD

114. 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.

115. Notice of ~~board~~Board meetings

Notice of a Board meeting shall be deemed to be properly given to a director if it is given to ~~him~~the director personally or by word of mouth or sent in writing ~~to him at his~~or by electronic means to the director at their last known address or any other address given by ~~him~~the director to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request the Board that notices of Board meetings shall during ~~his~~their absence be sent in writing to ~~him~~them at an address given by ~~him~~them 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 the United Kingdom. A director may waive the requirement for ~~him~~them 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.~~

116. 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.

117. ~~Directors below~~Powers of directors if less than the minimum ~~through vacancies~~number

~~The~~Without prejudice to Article 93, 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~~purposes of making director appointments, convening and holding general meetings of the Company and performing such other acts as the continuing directors or director consider necessary or appropriate in order to comply with any legal or regulatory requirement applicable to the Company or the director(s) or to him/her or them as a director, 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.

118. 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 or her from that office. The chairman or failing him or her 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.

119. 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.

120. Voting

Questions arising at any meeting of the Board 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 (unless the chairman is not entitled to vote on the resolution in question).

121. Delegation to Committees

- 121.1. 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.
- 121.2. 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.
- 121.3. 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.

122. Validity of acts of the Board or a committee

All acts carried out 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.

123. 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 (including video and web conferencing applications) 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.~~

124. Resolution in writing

A resolution in writing signed or confirmed electronically by all the directors ~~for who~~ are at the relevant time ~~being~~ entitled to receive notice of a meeting of the Board and who would be entitled to vote on the resolution at 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 of the Board who are at the relevant time entitled to receive notice of a meeting of such committee and who would be entitled to vote on the resolution at a meeting of such committee and not being less than a quorum of that committee) 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. ~~In this Article, references to "in writing" include the use of~~ Such a resolution may be contained in one document or electronic communication or several documents or electronic communications in ~~electronic form~~ like form each signed or confirmed electronically by one or more of the directors or members of the relevant committee concerned.

SECRETARY

125. 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.

SEALS

126. Use of seals

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

DIVIDENDS AND OTHER PAYMENTS

127. Declaration of dividends by the Company

Subject to the provisions of the Statutes, 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.

128. Payment of interim and fixed dividends by the Board

Subject to the provisions of the Statutes, 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~~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.

129. Calculation and currency of dividends

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

129.1.1. 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;

129.1.2. 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

129.1.3. dividends may be declared or paid in any currency.

129.2. 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~~their shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

130. 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~~such member to the Company on account of calls or otherwise in respect of shares of the Company. Sums so deducted can be used to pay amounts owing to the Company in respect of the shares.

131. 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.

132. Payment procedure

132.1. Any dividend or other sum payable in cash by the Company in respect of a share may be paid:

132.1.1. by inter-bank transfer or by other funds transfer system or other electronic means (including payment through a ~~Relevant System~~relevant system) directly to an account with a bank or other financial institution (or other organisation operating deposit accounts if allowed by the Company) named in a written instruction from the Holder;

- 132.1.2. by sending a cheque, warrant or similar financial instrument payable to the Holder who is entitled to it sent by post addressed to the Holder at their registered address;
 - 132.1.3. by sending a cheque, warrant or similar financial instrument 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 the instruction; or
 - 132.1.4. in some other way requested in writing by the Holder (or all Joint Holders) and agreed by the Company.
- 132.2. In respect of the payment of any dividend or other sum, the Board may decide and notify members that:
- 132.2.1. one or more of the payment means described in Article ~~132.1~~[131.1](#) above will be used for payment and, where more than one means will be used, a Holder (or all Joint Holders) may elect to receive payment by one of the means so notified in the manner prescribed by the Board;
 - 132.2.2. one or more of such means will be used for the payment unless a Holder (or all Joint Holders) elects for another means of payment in the manner prescribed by the Board; or
 - 132.2.3. one or more of such means will be used for the payment and that Holders will not be able to elect to receive the payment by any other means,
- and for these purposes the Board may decide that different means of payment will apply to different Holders or groups of Holders.
- 132.3. If:
- 132.3.1. a Holder (or all Joint Holders) does not specify an address, or does not specify an account of a type prescribed by the Board, or does not specify other details, and in each case that information is necessary in order to make a payment of a dividend or other sum payable in the way in which under this Article the Board has decided that the payment is to be made or by which the Holder (or all Joint Holders) has validly elected to receive the payment; or
 - 132.3.2. payment cannot be made by the Company using the information provided by the Holder (or all Joint Holders),
- then the dividend or other sum payable will be treated as unclaimed for the purposes of these Articles.

- 132.4. For Joint Holders or persons jointly entitled to shares by law, payment can be made addressed to the Holder whose name stands first in the Register. The Company can rely on receipt of a dividend or other money paid on shares by any one of them on behalf of all of them.
- 132.5. Cheques, warrants and similar financial instruments are sent, and payment in any other way is made, at the risk of the person who is entitled to the money. The Company is treated as having paid a dividend if the cheque, warrant or similar financial instrument is cleared or if a payment is made through a ~~Relevant System~~relevant system, bank transfer, funds transfer or other electronic means. The Company will not be responsible for a payment which is lost or delayed.
- 132.6. Dividends or other sums payable by the Company in respect of a share may be paid to a person who has become entitled to a share by law as if the person were the Holder of the share.

133. 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~~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~~Holder or person entitled by transmission requests such recommencement in writing.

134. 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 or other sum 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.

135. Distribution of specific assets

Any general meeting declaring a dividend may, upon the recommendation of the Board, by ordinary resolution direct, and the Board may in relation to any interim dividend 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 of any assets 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.

136. Scrip dividends

The Board may, if authorised by an ordinary resolution of the Company, offer any ~~holders~~Holders of ordinary shares the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution. The following provisions shall apply:

- 136.1. 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;
- 136.2. the entitlement of each ~~holder~~Holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount of the dividend that such ~~holder~~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 ordinary shares as derived from the Daily Official List, on the day on which the ordinary 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;
- 136.3. no fraction of any ordinary 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 ordinary

shares and/or provisions whereby cash payments may be made to members in respect of their fractional entitlements;

- 136.4. the Board, if it intends to offer an election in respect of any dividend, shall give notice to the ~~holders~~Holders of ordinary shares of the right of election offered to them, and specify the procedure to be followed which, for the avoidance of doubt, may include an election by means of a relevant system and the place at which, and the latest time by which, elections must be lodged in order for elections to be effective;
- 136.5. 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;
- 136.6. the Board may exclude from any offer or make other arrangements in relation to any ~~holders~~Holders of ordinary shares where the Board believes that such exclusion or arrangement is necessary or expedient in relation to legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory, or the Board believes that for any other reason the offer should not be made to them;
- 136.7. the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been made (for the purposes of this Article "the elected ordinary shares") and instead additional ordinary shares shall be allotted to the ~~holders~~Holders of the elected ordinary shares on the basis of allotment calculated as stated. For such purpose the Board shall capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including 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 ordinary shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to the ~~holders~~Holders of the elected ordinary shares on that basis;
- 136.8. the additional ordinary shares when allotted shall rank *pari passu* in all respects with the fully-paid ordinary shares then in issue except that they will not be entitled to participation in the relevant dividend;
- 136.9. unless the Board otherwise determines, or unless the Uncertificated Securities Regulations and/or the rules of the relevant system concerned otherwise require, the new ordinary share or shares which a member has elected to receive instead of cash in respect of the whole (or some part) of the specified dividend declared or paid in respect of his elected ordinary shares shall be in uncertificated form (in respect of the member's elected ordinary shares which were in uncertificated form on the date of the member's election) and in certificated form (in respect of the member's elected ordinary shares which were in certificated form on the date of the member's election); and

- 136.10. 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~~Holder of ordinary shares may elect in respect of future rights of election offered to that ~~holder~~Holder under this Article until the election mandate is revoked in accordance with the procedure.

RESERVES

137. Sums carried to reserve

The Board may, before recommending any dividend or capital distribution, from time to time set aside out of the profits of the Company and carry to reserves such sums as they think proper which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Board think fit. The Board may divide the reserves into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserves may have been divided. The Board may also, without placing the same to reserves, carry forward any profits. In carrying funds to reserves and in applying the same the Board shall comply with the provisions of the Statutes.

138. Capital reserve

- 138.1. 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 off 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 thereof) 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 the 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.
- 138.2. 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.

138.3. Subject to the Statutes, all sums carried and standing to the credit of the capital reserve may be applied for any of the purposes to which sums standing to any reserve referred to in Article 136 may be applied, including without limitation by way of payment of dividends or the redemption or purchase by the Company of its own shares.

CAPITALISATION OF PROFITS

139. Power to capitalise reserves and revenue account

The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or account (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~~ made available for distribution among the members or any class of members who would be entitled to it if it were distributed by way of dividend 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.

140. 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

141. 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, 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

142. 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.

143. Inspection of records

No member in ~~his~~their 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

144. 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

145. 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~~their appointment or that ~~he~~such person was at the time of ~~his~~their appointment not qualified for appointment or subsequently became disqualified.

146. 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 OTHER DOCUMENTS

147. Service of notices

147.1. Any notice ~~or~~ document (including a share certificate) or other information may be served on or ~~delivered~~ sent or supplied to any member by the Company either personally or by sending it through the post addressed to the member at ~~his~~ their 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 or supplying 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~~ website 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.~~

147.2. In the case of Joint Holders of a share, service, sending or supply of any notice, document or other information on or to one of the Joint Holders shall for all purposes be deemed a sufficient service on or sending or supplying to all the Joint Holders. Anything to be agreed or specified in relation to any notice, document or other information to be served on or sent or supplied to Joint Holders of a share may be agreed or specified by any one of the Joint Holders and the agreement or specification of the senior shall be accepted to the exclusion of that of the other Joint Holders and, for this purpose, seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.

147.3. If on three consecutive occasions any notice, document or other information served on or sent or supplied to a member has been returned undelivered, such member shall not thereafter be entitled to receive notices, documents or other information from the Company until the member shall have communicated with the Company and supplied to the Company (or its agents) a new registered address, or a postal address within the United Kingdom for the service of notices and the despatch or supply of documents and other information, or shall have informed the Company of an address for the service of notices and the despatch or supply of documents and other information in electronic form. For these purposes, any notice, document or other information sent by post shall be treated as returned undelivered if the notice, document or other information is served, sent or supplied back to the Company (or its agents) and a notice, document or other information served, sent or supplied in electronic form shall be treated as returned undelivered if the Company (or its

agents) receives notification that the notice, document or other information was not delivered to the address to which it was sent.

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

148. Record date for service

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

149. 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~~-of,~~ documents or other information from the Company except that:

149.1. a Non-UK Resident Member who gives to the Company a postal address within the United Kingdom at which notices~~-of,~~ documents or other information may be served upon ~~him~~or sent or supplied to them shall be entitled to have notices~~-of,~~ documents or other information served upon ~~him~~or sent or supplied to them at that address, or, where applicable and subject to these Articles, by making them available on a website and notifying the member at that postal address; and

149.2. 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~~-of,~~ documents or other information by electronic means shall be entitled to receive notices~~-of,~~ documents or other information at that address provided always that the Board may determine in ~~their~~its sole discretion, acting in good faith, not to serve notices~~-of,~~ documents or other information 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.

150. Service of notice on person entitled by transmission

150.1. 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 for the service of written notices and the despatch or supply of documents and other information; and/or: (ii) an address for the purposes of ~~the service of notices in~~ communication by electronic ~~form~~ means, shall be entitled to have served upon or ~~delivered to him~~ sent or supplied to them at such address any notice ~~or~~ document or other information to which ~~he~~ they would have been entitled if ~~he~~ they were the ~~holder~~ Holder of that share, ~~and~~ or, where applicable, to be notified at that address of the availability of the notice, document or other information on a website.

150.2. In either case, such service ~~or delivery~~ sending or supply shall for all purposes be deemed a sufficient service, sending or ~~delivery~~ supply of such notice ~~or~~ document or other information on all persons interested (whether jointly with or as claimants through or under ~~him~~ them) in the share.

150.3. Otherwise, any notice, document or other ~~document~~ information served on ~~or delivered, sent or supplied~~ to any member pursuant to these Articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served ~~or delivered, sent or supplied~~ in respect of any share registered in the name of that member as a sole or ~~joint holder~~ Joint Holder.

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

151. ~~When notice deemed served~~ Deemed delivery

Any notice ~~or~~ document or other information, if sent, served or supplied by the Company by post, shall be deemed to have been ~~served or delivered~~ received on the day following that on which it was ~~put in the post~~ posted if first class post was used or forty-eight hours after it was posted if first class post was not used and, in proving service, sending or ~~delivery~~ supply, it shall be sufficient to prove that the notice ~~or~~ document or other information was properly addressed, prepaid and put in the post. Any notice ~~or~~ document or other information not served, sent or supplied by post but left by the Company at a registered address or at an address (other than an address for the purposes of communications by electronic means) notified to the Company in accordance with these Articles by a person who is entitled by transmission to a share shall be deemed to have been ~~served or delivered~~ received on the day it was so left. Any notice ~~served or delivered by the~~ document or other information served, sent or

supplied by the Company by means of a relevant system shall be deemed to have been ~~served or delivered~~received when the Company or any sponsoring system-participant acting on its behalf sends the issuer-instruction relating to the notice, document or other information. Any notice ~~or~~ document or other information ~~served,~~ sent or supplied by the Company ~~by way of a communication in~~using electronic ~~form~~means shall be deemed to have been received on the day ~~following that on which it was sent.~~ ~~Proof that notice contained in a communication 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~~ notwithstanding that the Company subsequently sends a hard copy of such notice, document or information by post. A notice, document or other ~~document placed~~information made available on the Company's ~~web site~~website shall be deemed to have been received ~~when it on the day on which the notice, document or other information~~ was first made available on the website or, if later, ~~on the day following that on which the~~when a notice of availability ~~was sent~~is received or deemed to have been received pursuant to this Article. In proving that a notice, document or other information served, sent or supplied by electronic means was served, sent or supplied it shall be sufficient to prove that it was properly addressed. Any notice ~~or~~ document or other information served ~~or delivered,~~ sent or supplied by the Company by any other means authorised in writing by the member concerned shall be deemed to have been ~~served~~received when the Company has carried out the action it has been authorised to take for that purpose.

152. 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 some part of the United Kingdom (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.

DESTRUCTION OF DOCUMENTS

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

The Company shall be entitled to destroy:

- 153.1. 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;
- 153.2. 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;
- 153.3. any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation; and
- 153.4. 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:

- 153.4.1. 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);
- 153.4.2. 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
- 153.4.3. references in this Article to the destruction of any document include references to its disposal in any manner.

WINDING UP

154. Distribution of assets otherwise than in cash

If the Company shall be wound up (whether the liquidation is voluntary or by the ~~Court~~court) the liquidator may, with the authority of a special resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purposes set such value as ~~he deems~~they deem fair upon any one or more class or classes of property and may

determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no ~~contributor~~member shall be compelled to accept any shares or other property in respect of which there is a liability.

INDEMNITY

155. Indemnity of officers and others

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 loss or liability, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by ~~him~~them or otherwise in relation to the Company. Subject to those provisions but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director, former director or other officer of the Company shall be indemnified out of the assets of the Company against any loss or liability incurred by ~~him~~them in the execution of ~~his~~their 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 OF THE COMPANY

156. Duration

The directors shall procure that, at the annual general meeting of the Company to be held in 2022 and at every fifth annual general meeting of the Company thereafter, an ordinary resolution will be ~~out to~~put to shareholders seeking their approval to the continuance of the Company (a "**Continuation Resolution**"). If a Continuation Resolution is not passed, the directors shall convene a general meeting of the Company to be held within six months thereafter at which a special resolution will be put to the meeting that the Company be wound up voluntarily 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, 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.

REAL ESTATE INVESTMENT TRUST STATUS

157. Cardinal Principle

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

157.2. These Articles ~~157.1 to 157.31~~ 156.1 to 156.31 inclusive support such cardinal principle by, among other things, imposing restrictions and obligations on the shareholders of the Company and, indirectly, certain other persons who may have an interest in the Company, and shall be construed accordingly so as to give effect to such cardinal principle.

157.3. For the purposes of ~~Articles 157.1 to 157.31~~ Articles 156.1 to 156.31 inclusive

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

CTA 2010 means the Corporation Tax Act 2010;

Distribution means any dividend or other distribution by the Company ("distribution" being construed in accordance with Part 23 of the CTA 2010), and references to a Distribution being paid include a distribution not involving a cash payment being made;

Distribution Transfer means a disposal or transfer (however effected) by a Person of his rights to a Distribution from the Company such that he is not beneficially entitled (directly or indirectly) to such a Distribution and no Person who is so entitled subsequent to such disposal or transfer (whether the immediate transferee or not) is (whether as a result of the transfer or not) a Substantial Shareholder;

Distribution Transfer Certificate means a certificate in such form as the ~~board~~ Board may specify from time to time to the effect that the relevant Person has made a Distribution Transfer, which certificate may be required by the ~~board~~ Board to satisfy it that a Substantial Shareholder is not beneficially entitled (directly or indirectly) to a Distribution;

Excess Charge means, in relation to a Distribution which is paid or payable to a Person, all tax or other amounts which the ~~board~~ Board considers may become payable by the Company or any other member of the Group under section 551 CTA 2010 (as such section may be modified, supplemented or replaced from time to

time) and any interest, penalties, fines or surcharge attributable to such tax as a result of such Distribution being paid to or in respect of that Person;

Group means the Company and the other companies in its group for the purposes of section 606 CTA 2010 (as such section may be modified, supplemented or replaced from time to time);

HMRC means HM Revenue & Customs;

interest in the Company includes, without limitation, an interest in a Distribution made or to be made by the Company;

Person includes a body of persons, corporate or unincorporated, wherever domiciled;

REIT means a company qualifying for UK tax purposes as a real estate investment trust in accordance with Part 12 of The Corporation tax Act 2010;

Relevant Registered Shareholder means a shareholder who holds all or some of the shares in the Company that comprise a Substantial Shareholding (whether or not a Substantial Shareholder);

Reporting Obligation means any obligation from time to time of the Company to provide information or reports to HMRC as a result of or in connection with the Company's or Group's status as a REIT,

Substantial Shareholding means the shares in the Company in relation to which or by virtue of which (in whole or in part) a Person is a Substantial Shareholder;

Substantial Shareholder means any Person whose interest in the Company, whether legal or beneficial, direct or indirect, may cause any member of the Group to be liable to pay tax under section 551 CTA 2010 (as such section may be modified, supplemented or replaced from time to time) on or in connection with the making of a Distribution to or in respect of such Person including, at the date of adoption of Articles 157.1 to 157.31 inclusive, any holder of excessive rights as defined in the section 553 CTA 2010;

In the event of conflict with defined terms elsewhere in these Articles, the definitions in this Article ~~157.3~~156.3 shall apply.

- 157.4. Where under Articles ~~157.1 to 157.31~~156.1 to 156.31 inclusive any certificate or declaration may be or is required to be provided by any Person (including, without limitation, a Distribution Transfer Certificate), such certificate or declaration may be required by the ~~board~~Board (without limitation)

- 157.4.1. to be addressed to the Company, the ~~board~~Board or such other Persons as the ~~board~~Board may determine (including HMRC);

- 157.4.2. to include such information as the ~~board~~Board considers is required for the Company to comply with any Reporting Obligation;
- 157.4.3. to contain such legally binding representations and obligations as the ~~board~~Board may determine;
- 157.4.4. to include an undertaking to notify the Company if the information in the certificate or declaration becomes incorrect, including prior to such change;
- 157.4.5. to be copied or provided to such Persons as the ~~board~~Board may determine (including HMRC), and
- 157.4.6. to be executed in such form (including as a deed or deed poll) as the ~~board~~Board may determine.
- 157.5. Articles ~~157.1 to 157.31~~156.1 to 156.31 inclusive shall apply notwithstanding any provisions to the contrary in any other Article (including, without limitation, Articles ~~131 to 140~~130 to 139 inclusive).
- 157.6. Each shareholder and any other relevant Person shall serve notice in writing on the Company at the office on:
 - 157.6.1. his becoming a Substantial Shareholder or his being a Substantial Shareholder on the date Articles ~~157.1 to 157.31~~156.1 to 156.31 inclusive come into effect (together with the percentage of voting rights, share capital or dividends he controls or is beneficially entitled to, details of the identity of the shareholder(s) who hold(s) the relevant Substantial Shareholding and such other information, certificates or declarations as the ~~board~~Board may require from time to time);
 - 157.6.2. his becoming a Relevant Registered Shareholder or being a Relevant Registered Shareholder on the date Articles ~~157.1 to 157.31~~156.1 to 156.31 inclusive come into effect (together with such details of the relevant Substantial Shareholder and such other information, certificates or declarations as the ~~board~~Board may require from time to time); and
 - 157.6.3. any change to the particulars contained in any such notice, including on the relevant Person ceasing to be a Substantial Shareholder or a Relevant Registered Shareholder.

Any such notice shall be delivered by the end of the second business day after the day on which the Person becomes a Substantial Shareholder or a Relevant Registered Shareholder (or the date Articles ~~157.1 to 157.31~~156.1 to 156.31 inclusive come into effect, as the case may be) or the change in relevant particulars or within such shorter or longer period as the ~~board~~Board may specify from time to time any Substantial Shareholder who fully discharged all obligations to give notice under any predecessor version of this Article ~~157.6~~156.6 shall not be required to

serve notice on the Company under this Article ~~457.6~~156.6 solely by virtue of this version of Article ~~457.6~~156.6 coming into effect.

157.7. The ~~board~~Board may at any time give notice in writing to any Person requiring him, within such period as may be specified in the notice (being seven (7) days from the date of service of the notice or such shorter or longer period as the ~~board~~Board may specify in the notice), to deliver to the Company at the office such information, certificates and declarations as the ~~board~~Board may require to establish whether or not he is a Substantial Shareholder or a Relevant Registered Shareholder or to comply with any Reporting Obligation. Each such Person shall deliver such information, certificates and declarations within the period specified in such notice.

157.8. In respect of any Distribution, the ~~board~~Board may, if the ~~board~~Board determines that the condition set out in Article ~~457.9~~156.9 is satisfied in relation to any shares in the Company, withhold payment of such Distribution on or in respect of such shares. Any Distribution so withheld shall be paid as provided in Article ~~457.9~~156.9 and until such payment the Persons who would otherwise be entitled to the Distribution shall have no right to the Distribution or its payment.

157.9. The condition referred to in Article ~~457.8~~156.8 is that, in relation to any shares in the Company and any Distribution to be paid or made on and in respect of such shares:

157.9.1. the ~~board~~Board believes that such shares comprise all or part of a Substantial Shareholding of a Substantial Shareholder; and

157.9.2. the ~~board~~Board is not satisfied that such Substantial Shareholder would not be beneficially entitled to the Distribution if it was paid,

and, for the avoidance of doubt, if the shares comprise all or part of a Substantial Shareholding in respect of more than one Substantial Shareholder this condition is not satisfied unless it is satisfied in respect of all such Substantial Shareholders.

157.10. If a Distribution has been withheld on or in respect of any shares in the Company in accordance with Article ~~457.8~~156.8, it shall be paid as follows:

157.10.1. if it is established to the satisfaction of the ~~board~~Board that the condition in Article ~~457.9~~156.9 is not satisfied in relation to such shares, in which case the whole amount of the Distribution withheld shall be paid;

157.10.2. if the ~~board~~Board is satisfied that sufficient interests in all or some of the shares concerned, including the rights to the Distribution attributable to such shares, have been transferred to a third party so that such transferred shares no longer form part of the Substantial Shareholding, in which case the Distribution attributable to such shares shall be paid (provided the ~~board~~Board is satisfied that

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

- 157.10.3. if the ~~board~~Board is satisfied that as a result of a transfer of interests in shares referred to in (ii) above the remaining shares no longer form part of a Substantial Shareholding, in which case the Distribution attributable to such shares shall be paid.

In this Article ~~157.10~~156.10, references to the transfer of an interest in a Share include the disposal (by any means) of beneficial ownership of, control of voting rights in respect of and beneficial entitlement to dividends in respect of, that share. The ~~board~~Board shall be entitled to require such information, certificates or declarations as they think fit for the purposes of this Article ~~157.10~~156.10.

- 157.11. A Substantial Shareholder may satisfy the ~~board~~Board that he is not beneficially entitled to a Distribution by providing a Distribution Transfer Certificate. The ~~board~~Board shall be entitled to (but shall not be bound to) accept a Distribution Transfer Certificate as evidence of the matters therein stated and the ~~board~~Board shall be entitled to require such other information, certificates or declarations as they think fit.
- 157.12. The ~~board~~Board may withhold payment of a Distribution on or in respect of any shares in the Company if any notice given by the ~~board~~Board pursuant to Article ~~157.7~~156.7 in relation to such shares shall not have been complied with to the satisfaction of the ~~board~~Board within the period specified in such notice. Any Distribution so withheld will be paid when the notice is complied with to the satisfaction of the ~~board~~Board unless the ~~board~~Board withholds payment pursuant to Article ~~157.8~~156.8 and until such payment the Persons who would otherwise be entitled to the Distribution shall have no right to the Distribution or its payment.
- 157.13. If the ~~board~~Board decides that payment of a Distribution should be withheld under Article ~~157.8~~156.8 or ~~157.12~~156.12, they shall, within 5 business days, give notice in writing of that decision to the Relevant Registered Shareholder.
- 157.14. If any Distribution shall be paid on a Substantial Shareholding and an Excess Charge becomes payable, the Substantial Shareholder shall pay the amount of such Excess Charge and all costs and expenses incurred by the Company in connection with the recovery of such amount to the Company on demand by the Company. Without prejudice to the right of the Company to claim such amount from the Substantial Shareholder, such recovery may be made out of the proceeds of any disposal pursuant to Article ~~157.21~~156.21 or out of any subsequent Distribution in respect of the shares to such Person or to the shareholders of all shares in relation to or by virtue of which the ~~board~~Board believes that Person has an interest in the Company (whether that Person is at that time a Substantial Shareholder or not).
- 157.15. If a Distribution is paid on or in respect of a Substantial Shareholding (except where the Distribution is paid in circumstances where the Substantial Shareholder is not

beneficially entitled to the Distribution), the Distribution and any income arising from it shall be held by the payee or other recipient to whom the Distribution is transferred by the payee on trust absolutely for the Persons nominated by the relevant Substantial Shareholder under Article ~~157.16~~156.16 in such proportions as the relevant Substantial Shareholder shall in the nomination direct or, subject to and in default of such nomination being validly made within 12 years after the date the Distribution is made, for the Company or such other Person or charity as may be nominated by the ~~board~~Board from time to time.

- 157.16. The relevant Substantial Shareholder of shares of the Company in respect of which a Distribution is paid shall be entitled to nominate in writing any two or more Persons (not being Substantial Shareholders) to be the beneficiaries of the trust on which the Distribution is held under Article ~~157.15~~156.15 and the Substantial Shareholder may in any such nomination state the proportions in which the Distribution is to be held on trust for the nominated Persons, failing which the Distribution shall be held on trust for the nominated Persons in equal proportions. No Person may be nominated under Articles ~~157.1 to 157.34~~156.1 to 156.31 inclusive who is or would, on becoming a beneficiary in accordance with the nomination, become a Substantial Shareholder If the Substantial Shareholder making the nomination is not by virtue of Article ~~157.15~~156.15 the trustee of the trust, the nomination shall not take effect until it is delivered to the Person who is the trustee.
- 157.17. Any income arising from a Distribution which is held on trust under Article ~~157.15~~156.15 shall until the earlier of (i) the making of a valid nomination under Article ~~157.16~~156.16 and (ii) the expiry of the period of 12 years from the date when the Distribution is paid be accumulated as an accretion to the Distribution. Income shall be treated as arising when payable, so that no apportionment shall take place.
- 157.18. No Person who by virtue of Article ~~157.15~~156.15 holds a Distribution on trust shall be under any obligation to invest the Distribution or to deposit it in an interest-bearing account.
- 157.19. No Person who by virtue of Article ~~157.15~~156.15 holds a Distribution on trust shall be liable for any breach of trust unless due to his own wilful fraud or wrongdoing or, in the case of an incorporated Person, the fraud or wilful wrongdoing of its directors, officers or employees.
- 157.20. If at any time, the ~~board~~Board believes that:
- 157.20.1. in respect of any Distribution declared or announced, the condition set out in Article ~~157.9~~156.9 is satisfied in respect of any shares in the Company in relation to that Distribution;
 - 157.20.2. a notice given by the ~~board~~Board pursuant to Article ~~157.7~~156.7 in relation to any shares in the Company has not been complied with to the satisfaction of the ~~board~~Board within the period specified in such notice; or

157.20.3. any information, certificate or declaration provided by a Person in relation to any shares in the Company for the purposes of Articles ~~157.1 to 157.31~~156.1 to 156.31 inclusive were materially inaccurate or misleading,

the ~~board~~Board may give notice in writing (a Disposal Notice) to any Persons they believe are Relevant Registered Shareholders in respect of the relevant shares requiring such Relevant Registered Shareholders within twenty-one (21) days of the date of service of the Disposal Notice (or such longer or shorter time as the ~~board~~Board considers to be appropriate in the circumstances) to dispose of such number of shares the ~~board~~Board may in such Disposal Notice specify or take such other steps as will cause the condition set out in Article ~~157.9~~156.9 to no longer be satisfied. The ~~board~~Board may, if it thinks fit, withdraw a Disposal Notice

157.21. If:

157.21.1. the requirements of a Disposal Notice are not complied with to the satisfaction of the ~~board~~Board within the period specified in the relevant notice and the relevant Disposal Notice is not withdrawn; or

157.21.2. a Distribution is paid on a Substantial Shareholding and an Excess Charge becomes payable,

the ~~board~~Board may arrange for the Company to sell all or some of the shares to which the Disposal Notice relates or, as the case may be, that form part of the Substantial Shareholding concerned. For this purpose, the ~~board~~Board may make such arrangements as it deems appropriate. In particular, without limitation, they may authorise any officer or employee of the Company to execute any transfer or other document on behalf of the ~~holder~~Holder or ~~holders~~Holders of any relevant share and, in the case of an uncertificated share, may make such arrangements as they think fit on behalf of the relevant ~~holder~~Holder or ~~holders~~Holders to transfer title to the relevant share through a relevant system.

157.22. Any sale pursuant to Article ~~157.21~~156.21 above shall be at the price which the ~~board~~Board considers is the best price reasonably obtainable and the ~~board~~Board shall not be liable to the ~~holder~~Holder or ~~holders~~Holders of the relevant share for any alleged deficiency in the amount of the sale proceeds or any other matter relating to the sale.

157.23. The net proceeds of the sale of any Share under Article ~~157.21~~156.21 (less any amount to be retained pursuant to Article ~~157.14~~156.14 and the expenses of sale) shall be paid over by the Company to the former ~~holder~~Holder or ~~holders~~Holders of the relevant Share upon surrender of any certificate or other evidence of title relating to it, without interest. The receipt of the Company shall be a good discharge for the purchase money.

- 157.24. The title of any transferee of shares shall not be affected by an irregularity or invalidity of any actions purportedly taken pursuant to Articles ~~157.1 to 157.31~~ 156.1 to 156.31 inclusive.
- 157.25. The ~~board~~Board shall be entitled to presume without enquiry, unless any director has reason to believe otherwise, that a Person is not a Substantial Shareholder or a Relevant Registered Shareholder.
- 157.26. The ~~board~~Board shall not be required to give any reasons for any decision or determination (including any decision or determination not to take action in respect of a particular Person) pursuant to Articles ~~157.1 to 157.31~~ 156.1 to 156.31 inclusive and any such determination or decision shall be final and binding on all Persons unless and until it is revoked or changed by the ~~board~~Board. Any disposal or transfer made or other thing done by or on behalf of the ~~board~~Board or any director pursuant to ~~Articles 157.1 to 157.31~~ Articles 156.1 to 156.31 inclusive shall be binding on all Persons and shall not be open to challenge on any ground whatsoever.
- 157.27. Without limiting their liability to the Company, the ~~board~~Board shall be under no liability to any other Person, and the Company shall be under no liability to any shareholder or any other Person, for identifying or failing to identify any Person as a Substantial Shareholder or a Relevant Registered Shareholder.
- 157.28. The ~~board~~Board shall not be obliged to serve any notice required under Articles ~~157.1 to 157.31~~ 156.1 to 156.31 inclusive upon any Person if they do not know either his identity or his address. The absence of service of such a notice in such circumstances or any accidental error ~~m~~ or failure to give any notice to any Person upon whom notice is required to be served under Articles ~~157.1 to 157.31~~ 156.1 to 156.31 inclusive shall not prevent the implementation of or invalidate any procedure under those Articles.
- 157.29. The provisions of Articles 146 to 151 ~~to 156~~ inclusive shall apply to the service upon any Person of any notice required by ~~Articles 157.1 to 157.31~~ Articles 156.1 to 156.31 inclusive. Any notice required by Articles ~~157.1 to 157.31~~ 156.1 to 156.31 inclusive to be served upon a Person who is not, a shareholder or upon a Person who is a shareholder but whose address is not within an EEA State, shall be deemed validly served if such notice is sent through the post in a pre-paid cover addressed to that Person or shareholder at the address if any at which the ~~board~~Board believes him to be resident or carrying on business or, in the case of a holder of depository receipts or similar securities, to the address, if any, in the register of holders of the relevant securities. Service shall, in such a case be deemed to be effected on the day of posting and it shall be sufficient proof of service if that notice was properly addressed, stamped and posted.
- 157.30. Any notice required or permitted to be given, pursuant to Articles ~~157.1 to 161.31~~ 156.1 to 156.31 inclusive may relate to more than one share and shall specify the share or shares to which it relates.

- 157.31. The ~~board~~Board may require from time to time any Person who is or claims to be a Person to whom a Distribution may be paid without deduction of tax under Regulation 7 of the Real Estate Investment Trusts (Assessment and Recovery of Tax) Regulations 2006 to provide such certificates or declarations as they may require from time to time.

OBLIGATION TO PROVIDE INFORMATION TO THE COMPANY

158. Reporting

- 158.1. In addition to the right of the Board to serve a Statutory Notice on any person pursuant to the Companies Acts and Article ~~44~~14, 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:
- 158.1.1. 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
 - 158.1.2. 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
 - 158.1.3. ensure that the Company is able to comply with its account or payee identification or other diligence requirements; or
 - 158.1.4. 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

- 158.1.5. 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.
- 158.2. Without prejudice to Article ~~158.4~~157.1 above, each member:
- 158.2.1. 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
- 158.2.2. must, to the extent there have been material changes as described in Article ~~158.2.4~~157.2.1 above, promptly provide the Company with updated or replacement Information.
- 158.3. 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 ~~158.4~~157.1 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.
- 158.4. 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 ~~158.4~~157.1 (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:
- 158.4.1. 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
- 158.4.2. 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 ~~158.4.1 or 158.4.2~~157.4.1 or 157.4.2 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 ~~34.2~~31.2 shall apply *mutatis mutandis* to any such disposal.

- 158.5. 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 ~~158~~157), 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 ~~34.2~~31.2 shall apply *mutatis mutandis* to any such disposal.
- 158.6. 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 ~~152~~157.
- 158.7. Nothing in these Articles (including, without limitation, this Article ~~158~~157) 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.

- 158.8. 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:

158.8.1. 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

- 158.9. 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.