

COMPANY NUMBER 04630928

THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTION  
OF  
GRAINGER TRUST LIMITED

FRIDAY



A44 \*A00AJS8H\* 16/12/2011 #95  
COMPANIES HOUSE

Circulation date *9 December* 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we the undersigned sole eligible member of the Company entitled to receive notice of and to attend and vote at general meetings of the Company on the above circulation date hereby pass the following resolution as a written special resolution and agree that if duly passed, it shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

**SPECIAL RESOLUTION**

That the regulations contained in the printed document attached to this proposed written resolution be and the same are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

duly authorised representative  
of Grainger plc

Date *9 December* 2011

**Note**

A special resolution will be passed once members representing 75% of the total voting rights of eligible members signify their agreement to it. The requisite percentage must be achieved within the period of 28 days beginning on the circulation date specified above.

If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above.

THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

OF

GRAINGER TRUST LIMITED

(adopted by a special resolution passed on 9 Dec 2011)

**1 EXCLUSION**

Except as provided for in these Articles, no regulations set out in any statute or in any statutory instrument made under any statute concerning companies shall apply to the company. The following shall be the company's articles of association.

**2 INTERPRETATION**

2.1 In these Articles the following expressions have the following meanings -

"Act"	the Companies Act 2006,
"appointor"	has the meaning given in Article 8.1,
"Articles"	the company's articles of association for the time being in force,
"business day"	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,
"Conflict"	has the meaning given in Article 5.2;
"eligible director"	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter), and
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

2.2 In these Articles.-

- 2.2.1 any gender includes any other gender,
- 2.2.2 the singular includes the plural and vice versa,
- 2.2.3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality),
- 2.2.4 words and expressions which have particular meanings in the Model Articles shall have the same meaning in these Articles unless otherwise provided and

words and expressions which have particular meanings in the Act shall have the same meanings in these Articles,

2 2 5 a reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise,

2 2 6 unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time,

2 2 7 the headings in these Articles are for convenience only and shall not affect the interpretation of these Articles, and

2 2 8 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things

### **3 THE MODEL ARTICLES**

3 1 The regulations contained in the Model Articles are incorporated into these Articles and shall apply to the company, except in so far as they are modified or excluded by these Articles

3 2 Regulations 8(3), 14(1), 14(2), 14(3), 14(4), 44(2), 52 and 53 of the Model Articles shall not apply to the company

3 3 Regulations 7, 17(1) and (2), 20, 25, 29, 44(3) and 45(1) of the Model Articles shall apply to the company with the modifications set out below

### **4 DECISION MAKING BY THE DIRECTORS**

4 1 Regulation 7 of the Model Articles shall be amended by -

4 1 1 the insertion of the words "for the time being" at the end of regulation 7(2)(a), and

4 1 2 the insertion in regulation 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"

4 2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 5 2 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

### **5 DIRECTORS' INTERESTS AND CONFLICTS**

#### **5 1 Transactions or arrangements with the Company**

Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director may vote as a director or be entitled to participate in any unanimous decision of the directors in regard to any transaction or arrangement with the company in which he is interested or upon any matter arising therefrom and if he shall so vote or participate, his vote or participation shall be counted and he shall be reckoned in estimating any relevant quorum

## **5 2 Directors' conflicts of interest**

5 2 1 The directors may, for the purposes of and subject to the provisions of section 175 of the Act, authorise any matter or situation which would, if not authorised, involve a director infringing his duty under that section to avoid a situation in which he has or can have a direct or indirect interest that conflicts with or may possibly conflict with the interests of the company (a "Conflict") The directors may give any such authorisation subject to such terms, limits and conditions as they shall consider appropriate in the circumstances

5 2 2 Where the directors authorise a Conflict, the director whose Conflict has been so authorised will not infringe any duty he owes to the company under sections 171 to 177 of the Act if he acts in accordance with the terms, limits and conditions (if any) as the directors impose in respect of that authorisation

## **5 3 Benefits**

A director is not required, by reason of being a director, to account to the company for any remuneration, profit or other benefit which he or a person connected with him (as defined in section 252 of the Act) derives from any transaction or arrangement referred to in article 5 1 or which derives from or is in connection with a Conflict which has been authorised by the directors or by the company (subject in each case to any terms, limits or conditions attaching to that authorisation) and no such transaction, arrangement or other contract shall be liable to be avoided on such grounds and the receipt of any such remuneration, profit or benefit shall not constitute a breach of his duty under section 176 of the Act

## **6 RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

## **7 APPOINTMENT AND REMOVAL OF DIRECTORS**

7 1 A holding company of the company may at any time and from time to time by notice in writing signed on behalf of that holding company (which shall be effective immediately upon its delivery to the registered office of the company) appoint any person to be a director of the company

7 2 Notwithstanding anything in these Articles or in any agreement between the company and such director, a director may be removed from office at any time by a holding company of the company by notice in writing signed on behalf of that holding company which shall be effective immediately upon its delivery to the registered office of the company Such removal shall be without prejudice to any claim such director may have for damages for breach of any agreement between the director and the company

7 3 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

## 8 ALTERNATE DIRECTORS

- 8 1 Any director (an "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to -
- 8 1 1 exercise that director's powers, and
  - 8 1 2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors, in the absence of the alternate's appointor
- 8 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors
- 8 3 The notice must -
- 8 3 1 identify the proposed alternate, and
  - 8 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice
- 8 4 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor
- 8 5 Except as the Articles specify otherwise, alternate directors -
- 8 5 1 are deemed for all purposes to be directors,
  - 8 5 2 are liable for their own acts and omissions,
  - 8 5 3 are subject to the same restrictions as their appointors, and
  - 8 5 4 are not deemed to be agents of or for their appointors
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
- 8 6 A person who is an alternate director but not a director -
- 8 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
  - 8 6 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
  - 8 6 3 shall not be counted as more than one director for the purposes of articles 8 6 1 and 8 6 2
- 8 7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that

decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

8 8 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

8 9 An alternate director's appointment as an alternate terminates

8 9 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

8 9 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

8 9 3 on the death of the alternate's appointor, or

8 9 4 when the alternate's appointor's appointment as a director terminates

## 9 **DIRECTORS' EXPENSES**

Regulation 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"

## 10 **SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

## 11 **SHARES**

11 1 Subject to the provisions of these articles and of the Act, any shares in the Company shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons (including any director), on such terms and conditions and at such time or times as they think proper but so that no shares shall be issued at a discount

11 2 Sections 561 and 562 of the Act are hereby excluded and shall not apply to any allotment by the Company of equity securities (as defined in section 560 of the Act)

## 12 **SHARE CERTIFICATES**

In regulation 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"

## 13 **TRANSMITTEES**

Regulation 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name "

**14 POLL VOTES**

- 14 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 14 2 Regulation 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that regulation

**15 PROXIES**

Regulation 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that regulation

**16 COMMUNICATIONS**

- 16 1 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. A director may agree with the company that notices or documents sent to that director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours
- 16 2 Where a document or information is sent or supplied by the company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted
- 16 3 Where a document or information is sent or supplied by the company by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed
- 16 4 Where a document or information is sent or supplied by the company by means of a website, service or delivery shall be deemed to be effected when -
  - 16 4 1 the material is first made available on the website, or
  - 16 4 2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website
- 16 5 Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register
- 16 6 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

## **17 INDEMNITY AND FUNDING OF DEFENCE COSTS**

17 1 Subject to the provisions of and so far as may be consistent with the Act, the company shall provide -

17 1 1 for each relevant officer an indemnity out of the assets of the company to the extent that such indemnity is a "qualifying third party indemnity provision" within the meaning of section 234 of the Act,

17 1 2 a relevant officer with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act or to enable a relevant officer to avoid incurring such expenditure, but so that any provision of funds will become repayable by the relevant officer or any liability of the company under any transaction connected with any provision of funds will become repayable by the relevant officer not later than -

(a) in the event of the relevant officer being convicted in the proceedings, the date when the conviction becomes final;

(b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final, or

(c) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final

17 2 Subject to the provisions of the Act, where the company or an associated company of the company is a trustee of an occupational pension scheme, the company shall provide for a relevant officer or for a relevant officer of such associated company an indemnity out of the assets of the company against liability incurred in connection with the activities of the company or such associated company as trustee of such a scheme provided that such indemnity complies with the provisions of section 235 of the Act

17 3 In this article 17 -

17 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

17 3 2 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

## **18 INSURANCE**

18 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

18 2 In this article 18 -

18 2 1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which



is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

18 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

18 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate