

DentonWildeSapte...

17 March 2009
MZW/88576.00003/4959551.01

Registered No. 3194991

The Companies Acts 1985 and 2006

A public company limited by shares

Articles of Association

of

Personal Group Holdings plc

(adopted by a special resolution passed on the 28th day of April 2009)

Denton Wilde Sapte LLP

Regency Court
206 Upper Fifth Street
Milton Keynes MK9 2HR
United Kingdom

T +44 (0)1908 690260
F +44 (0)1908 668535
DX 31431

info@dentonwildesapte.com
www.dentonwildesapte.com

International Lawyers

Contents

Clause	Page
Exclusion of Table A	1
Interpretation	1
Share Capital	3
Rights Attached to Shares	4
Redeemable Shares	4
Purchase of Own Shares	4
Variation of Rights	4
Pari Passu Issues	5
Shares	5
Commissions	6
Trusts not Recognised	6
Share Certificates	6
Uncertificated Shares	7
Lien	8
Calls on Shares	9
Forfeiture of Shares	9
Disclosure of Interests in Shares	11
Transfer of Shares	13
Transmission of Shares	14
Untraced Shareholders	15
Alteration of Share Capital	16
General Meetings	17
Notice of General Meetings	17
Proceedings at General Meetings	19
Amendments to Resolutions	20

Voting	20
Proxies	24
Representation of Corporations at Meetings	25
Appointment and Retirement of Directors	26
Alternate Directors	28
Non-Executive Directors	29
Executive Directors	29
Directors' Expenses	30
Pensions and Other Benefits	30
Director's Interests	30
Powers of the Board	33
Delegation of Powers of the Board	33
Borrowing Powers	34
Proceedings of the Board	37
Secretary	39
Authentication of Documents	39
Minutes	39
The Seal	39
Registers	40
Reserves	40
Dividends	40
Capitalisation of Reserves	43
Record Dates	45
Accounts and Accounting Records	45
Auditors	46
Communication with Members	46

Destruction of Documents	48
Winding up	49
Indemnity and Insurance	49

Registered No. 3194991

The Companies Acts 1985 and 2006

A public company limited by shares

Articles of Association

of

Personal Group Holdings plc

(adopted by a special resolution passed on the 28th day of April 2009)

Exclusion of Table A

- Table A**
1. The regulations in Table A of the Companies (Tables A to F) Regulations 1985, Table A to the Companies (Tables A to F) (Amendment) Regulations, the model articles for public companies adopted pursuant to the 2006 Act and any similar regulations in any other legislation relating to companies do not apply to the Company.

Interpretation

- Definitions**
2. In these Articles unless the context otherwise requires:
1985 Act means the Companies Act 1985 as in force from time to time.
2006 Act means the Companies Act 2006 as in force from time to time.
these Articles means these articles of association or as from time to time altered.
auditors means the auditors of the Company from time to time.
board means the directors or any of them acting as the board of directors of the Company.
business day means a day (other than a Saturday, Sunday or public holiday) on which clearing banks in the city of London are open for business.
clear days in relation to the sending of a notice means the period excluding the day on which a notice is sent or deemed to be sent and the day for which it is sent or on which it is to take effect.
Companies Acts has the meaning given to it in section 2 of the 2006 Act but only extends to provisions which are in force at the relevant date.
Company means Personal Group Holdings plc (company number 3194991).
company communications provisions has the meaning given to it in the 2006 Act.
director means a director of the Company.

electronic signature means anything in electronic form which the board requires to be incorporated into or otherwise associated with a communication sent in electronic form for the purpose of establishing the authenticity or integrity of the communication.

entitled by transmission means, in relation to a share, entitled as a consequence of the death or bankruptcy of the holder or otherwise by operation of law.

holder in relation to any shares means the member whose name is entered in the register as the holder of those shares.

London Stock Exchange means the London Stock Exchange plc and any trading system operated by it.

member means a member of the Company.

month means calendar month.

office means the registered office of the Company.

Operator means CREST Co Limited or such other person as may for the time being be approved by HM Treasury as Operator under the Uncertificated Securities Regulations.

ordinary resolution has the meaning given to it in section 282 of the 2006 Act.

ordinary shares means the Company's ordinary shares.

paid up means paid up or credited as paid up.

participating security means a security title to units of which is permitted by the Operator to be transferred by means of a relevant system.

recognised investment exchange means any investment exchange granted recognition under the Financial Services and Markets Act 2000.

register means the register of members of the Company and, at any time when the Company has shares in issue which are uncertificated shares, means either or both of the Operator register of members and the issuer register of members of the Company.

relevant system means a computer-based system and procedures which enable title to units of a security to be evidenced and transferred without a written instrument pursuant to the Uncertificated Securities Regulations or any regulations made pursuant to the 2006 Act.

seal means any common seal or official seal that the Company may be permitted to have under the Companies Acts.

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.

special resolution has the meaning given to it in section 283 of the 2006 Act.

Uncertificated Securities Regulations means the Uncertificated Securities Regulations 2001 including any modification or re-enactment of them for the time being in force.

United Kingdom means Great Britain and Northern Ireland.

year means calendar year.

- Construction 3. References to an address include any number or address (including an email address and, in the case of any Uncertificated Proxy Instruction permitted under Article 107, an identification

number of a participant in the relevant system) used for the purposes of sending or receiving notices, documents or information by electronic means and/or by means of a website.

References to a share being **certificated** or **uncertificated** are references, respectively, to that share being a certificated or an uncertificated unit of a security for the purposes of the Uncertificated Securities Regulations.

References to a **document** include, unless the context otherwise requires, references to a communication sent in electronic form.

References to a document being **executed** or **signed** or to **signature** include references to it being executed under hand or under seal or by any other method and, in the case of a communication sent in electronic form or by electronic means, such references are to its bearing electronic signature.

The expressions **hard copy form**, **electronic form** and **electronic means** have the respective meanings given to them in section 1168 of the 2006 Act.

The expression **debenture** shall include debenture stock, bonds and other securities of a company whether constituting a charge on the assets of the Company or not and **debenture stockholder** shall mean any person who is entered in the register of holders of the debentures of the Company as holder of a debenture.

References to an **instrument** mean, unless the contrary is stated, a written document having tangible form and not comprised in electronic form.

References to a **meeting** shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by attendance by one person.

References to **writing** include references to any method of representing or reproducing words in a legible and non-transitory form including anything in electronic form, and **written** shall be construed accordingly.

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include corporations.

Words or expressions contained in these Articles which are not defined in Article 2 but are defined in the Companies Acts or the Uncertificated Securities Regulations have the same meanings as in the Companies Acts or, as applicable, the Uncertificated Securities Regulations.

References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

Headings and marginal notes are inserted for convenience only and do not affect the construction of these Articles.

Share Capital

Amount of
Share capital

4. The share capital of the Company at the date of the adoption of these Articles is £10,000,000 divided into 200,000,000 ordinary shares of 5 pence each.

Rights Attached to Shares

Issue of shares with special rights

5. Subject to the provisions of the Companies Acts and without prejudice to any rights attached to any existing shares or class of shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or, if there has not been any such determination or so far as the same shall not make specific provision, as the board may determine.

Redeemable Shares

Power to issue redeemable shares

6. Subject to the provisions of the Companies Acts, and without prejudice to any rights attached to any existing class of shares, any shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company, the holder or the board and in such manner as may be provided by these Articles.

Purchase of Own Shares

Power to purchase own shares

7. Subject to the provisions of the Companies Acts, and without prejudice to any rights attached to any existing class of shares, the Company may purchase or may enter into a contract under which it will or may purchase all or any of its shares of any class, including any redeemable shares, in any way and at any price (whether at par or above or below par), and may hold such shares as treasury shares, provided that if there shall be in issue any shares which are dealt in on the London Stock Exchange and which are convertible into equity share capital of the Company of the class proposed to be purchased, then the Company shall not purchase, or enter into a contract under which it will or may purchase, such equity shares unless:
- (A) the terms of issue of such convertible shares include provisions permitting the Company to purchase its own equity shares or providing for adjustment to the conversion terms upon such a purchase; or
 - (B) the purchase, or the contract, has first been approved by a special resolution passed at a separate general meeting of the holders of such convertible shares.

Variation of Rights

Method of varying rights

8. Subject to the provisions of the Companies Acts, all or any of the rights attached to any existing class of shares may from time to time (whether or not the Company is being wound up) be varied or abrogated either:
- (A) with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares), which consent shall be by means of one or more instruments or contained in one or more communications in electronic form sent to such address (if any) for the time being notified by or on behalf of the Company for that purpose or a combination of both; or
 - (B) with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class,

but not otherwise. The provision of these Articles relating to general meetings of the Company shall, with any necessary modifications, apply to any such separate general meeting, but so that the necessary quorum shall be two persons entitled to vote and 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 provided that at any adjourned meeting one holder entitled to vote and present in person or by proxy (whatever the number of shares held by him) shall be a quorum), that every holder of shares of the class present in person or by proxy and entitled to vote shall be entitled on a poll to one vote for every share of the class

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

Pari Passu Issues

Rights not varied by pari passu issues

9. The rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to, or the terms of issue of, such shares, be deemed to be varied by:
- (A) the creation or issue of further shares ranking pari passu with them;
 - (B) the purchase by the Company of any of its own shares.

Shares

General power of board to dispose of shares

10. Subject to the provisions of the Companies Acts and these Articles and to any resolution passed by the Company and without prejudice to any rights attached to any class of existing shares, the shares of the Company shall be at the disposal of the board, which may offer, allot, grant options over or otherwise deal with or dispose of them to such persons, at such times, for such consideration and upon such terms and conditions as the board may determine.

Authority to allot shares

11. The Company may, with the sanction of a resolution of the Company expressed to be made pursuant to this Article 11 (an **allotment resolution**), generally and unconditionally authorise the board (in substitution for all subsisting authorities, unless otherwise expressed in the allotment resolution) to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for, or convert any security into, shares in the Company (such shares and such rights together being **relevant securities**) up to an aggregate nominal amount equal to the amount specified in the allotment resolution as "the authorised allotment amount", provided that:
- (A) each allotment resolution shall specify the date on which the authority granted thereby shall expire, such date being not more than five years after the date of such allotment resolution; and
 - (B) the Company, before the expiry of the authority granted in an allotment resolution, may make an offer or agreement which would or might require relevant securities to be allotted after such expiry, and the board may allot relevant securities in pursuance of such an offer or agreement as if the authority had not expired.

Disapplication of pre-emption rights

12. The board may be empowered, with the sanction of a special resolution of the Company passed pursuant to section 95 of the 1985 Act or, when they come into force, section 570 or 571 of the 2006 Act (in each case a **pre-emption disapplication resolution**), to allot equity securities for cash pursuant to the authority conferred by an allotment resolution as if section 89(1) of the 1985 Act or, when it comes into force, section 561(1) of the 2006 Act did not apply to any such allotment, provided that this power shall (unless otherwise specified by the pre-emption disapplication resolution) be limited to:
- (A) the allotment of equity securities in connection with an offer (whether by way of rights issue, open offer or any other form of issue) of equity securities to ordinary shareholders or an invitation to ordinary shareholders to apply to subscribe for equity securities and, if in accordance with their rights the board so determines, holders of other equity securities of any class where the equity securities respectively attributable to the interests of ordinary shareholders or holders of other equity securities, if applicable, are proportionate (as nearly as practicable) to the respective numbers of

ordinary shares or other equity securities, as the case may be, held by them, but subject to such exclusions or other arrangements as the board may deem necessary or expedient in relation to fractional entitlements or any legal, regulatory or practical problems under the laws or regulations of any territory or the requirements of any regulatory body or stock exchange; and

- (B) the allotment (other than pursuant to paragraph (A) above) of equity securities up to an aggregate nominal amount equal to the amount specified in the pre-emption disapplication resolution as "the pre-emption disapplication amount".

Treasury shares 13. Article 12 applies in relation to a sale of shares which is an allotment of equity securities by virtue of section 94(3)A of the 1985 Act or, when it comes into force, section 560(2)(b) of the 2006 Act as if in Article 12 the words "pursuant to the authority conferred by an allotment resolution" were omitted.

Expiry of pre-emption dis-application power 14. The power granted by a pre-emption disapplication resolution shall expire on the earlier of:

(A) the conclusion of the next annual general meeting of the Company; or

(B) the date falling 15 months after the date of the passing of the pre-emption disapplication resolution,

save that the Company may, before the expiry of the power granted by a pre-emption disapplication resolution, make an offer or agreement which would or might require equity securities to be allotted after such expiry, and the board may allot equity securities in pursuance of such an offer or agreement as if the power had not expired.

Rights to subscribe 15. For the purposes of Articles 11 and 12, the nominal amount of any securities shall be taken to be, in the case of rights to subscribe for or to convert any securities into shares of the Company, the nominal amount of such shares which may be allotted pursuant to such rights.

Commissions

Power to pay commissions 16. The Company may in connection with the issue of any shares exercise all powers of paying commissions or brokerage conferred or permitted by the Companies Acts. Subject to the provisions of the Companies Acts, any such commissions or brokerage may be satisfied by the payment of cash, or by the allotment of fully or partly paid shares or by any combination of these.

Trusts not Recognised

Trusts of shares not recognised 17. Except as ordered by a court of competent jurisdiction or as required by law no person shall be recognised by the Company as holding any share upon any trust and (except only as otherwise provided by these Articles or as ordered by a court of competent jurisdiction or as required by law) the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any interest in any share (or in any fractional part of a share) except the holder's absolute right to the entirety of the share (or fractional part of the share).

Share Certificates

Members' rights to certificates 18. Every person (except a person to whom the Company is not required by law to issue a certificate) whose name is entered as a holder of any certificated shares in the register shall be entitled, without payment, to receive one certificate for all those shares of any one class (in the case of issue) within one month (or subject to the Companies Acts such longer period as the terms of issue shall provide) after allotment or (in the case of a transfer of fully-paid shares) within a maximum of 14 days after lodgement of the transfer or (in the case of a transfer of partly-paid shares) within two months after lodgement of the transfer. In the case of

a certificated share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A member who transfers some but not all of the shares comprised in a certificate shall be entitled to a certificate for the balance without charge. The Company shall in no case be bound to register more than four persons as the joint holders of any share. If a member requires additional certificates, he shall pay for each additional certificate such reasonable sum (if any) as the board may determine.

- Consolidation of share certificates** 19. Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu on surrender of the original certificates for cancellation but the Company may charge to the member any expenses or fees thereby incurred.
- Splitting of share certificates** 20. If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the board may, if it thinks fit, comply with such request and may charge to the member any expenses or fees thereby incurred.
- Replacement certificates** 21. If a share certificate is defaced, worn out, lost or destroyed it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of any exceptional out-of-pocket expenses reasonably incurred by the Company in investigating such evidence and preparing such indemnity as the board may think fit and, in case of defacement or wearing out, on delivery of the old certificate to the Company. In the case of shares held jointly by several persons any such request may be made by any of the joint holders.
- Execution of share certificates** 22. Every share certificate shall be executed under a seal or in such other manner as the board may authorise and shall specify the number and class of the shares and distinguishing numbers (if any) to which it relates and the amount or respective amounts paid up on the shares. No certificate shall be issued representing shares of more than one class. 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 signed by any person.

Uncertificated Shares

- Power to permit uncertificated shares** 23. Subject to the provisions of the Uncertificated Securities Regulations, the board may permit the holding of shares in any class of shares in the form of uncertificated shares and the transfer of title to shares in that class by means of a relevant system and may determine that any class of shares shall cease to be a participating security.
- Conversion into and out of uncertificated form** 24. The board may allow, at its discretion, certificated shares to be converted into uncertificated shares and vice versa, but the board shall comply with the Uncertificated Securities Regulations and the requirements of the relevant system, in relation to such conversion.
- Details of uncertificated shares to be kept in register** 25. There shall be entered in the register details of the number of uncertificated shares held by each member. The register must be compiled and kept up to date so as to meet the requirements of the Uncertificated Securities Regulations and the relevant system.
- Certificated and uncertificated shares are one class** 26. Certificated and uncertificated shares of the same class shall be treated as one class of shares, notwithstanding that these Articles or the Uncertificated Securities Regulations require different treatment to be given to certificated or uncertificated shares, save that the provisions of these Articles shall not apply to shares of any class which are in uncertificated form to the extent that such Articles are inconsistent with:
- (A) the holding of shares of that class in uncertificated form;
 - (B) the transfer of title to shares of that class by means of a relevant system; or

(C) any provisions of the Uncertificated Securities Regulations.

Powers in relation to uncertificated shares

27. Where any class of shares is a participating security and the Company is entitled under any provision of the Companies Acts, the Uncertificated Securities Regulations or these Articles to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over an uncertificated share, the Company shall be entitled, subject to the provisions of the Companies Acts, the Uncertificated Securities Regulations, these Articles and the facilities and requirements of the relevant system:
- (A) to require the holder of that uncertificated share by notice to change that share into a certificated share within the period specified in the notice and to hold that share as a certificated share so long as required by the Company;
 - (B) to require the holder of that uncertificated share by notice to give any instructions necessary to transfer title to that share by means of the relevant system within the period specified in the notice;
 - (C) to require the holder of that uncertificated share by notice to appoint any person to take any step, including without limitation the giving of any instructions by means of the relevant system, necessary to transfer that share within the period specified in the notice;
 - (D) to require the Operator to convert that uncertificated share into a certificated share in accordance with Regulation 32(2)(c) of the Uncertificated Securities Regulations; and
 - (E) to take any 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.

Lien

Company to have lien on shares

28. The Company shall have a first and paramount lien on every share (not being a fully paid up share) for all amounts payable to the Company (whether presently or not) in respect of that share. 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 partly exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends and other moneys payable in respect of it.

Enforcement of lien by sale

29. The Company may sell, in such manner as the board may think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 clear days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment, has been served on the holder of the share or the person entitled by transmission or bankruptcy or otherwise by operation of law. For giving effect to any such sale, if the share is a certificated share, the board may authorise any person to execute an instrument of transfer in respect of the share sold to, or in accordance with the directions of, the purchaser. If the share is an uncertificated share, the board may exercise any of the Company's powers under Article 27 to effect the sale of the share to, or in accordance with the directions of, the purchaser. The transferee shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the sale.

Application of proceeds

30. The net proceeds, after payment 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 the same is presently payable, and any residue shall, in the case of shares held in certificated form, (upon surrender to the Company for cancellation of the certificate for the share sold and subject to a like lien for debts or liabilities not presently

payable as existed upon the share prior to the sale) be paid to the holder immediately before such sale of the share or to any person who is entitled to the share.

- Transfer of sold shares** 31. For the purpose of giving effect to any such sale pursuant to Article 30 the board may authorise some person to transfer the shares sold to, or in accordance with the directions of, any person who is entitled to the shares.

Calls on Shares

- Power to make calls** 32. Subject to the terms of issue, the board may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue, and each member shall (subject to the Company serving upon him at least 14 clear days' notice specifying the amount, time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed in whole or in part as the board may determine. A member shall remain liable, jointly and severally with the successors in title to his shares, for all calls made on him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- Time when call made** 33. A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the board authorising the call was passed.
- Liability of joint holders** 34. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.
- Interest payable** 35. If an amount called in respect of a share shall not be paid in whole or in part 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 became due and payable until it is paid. Interest shall be paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, the rate determined by the board, not exceeding 15 per cent. per annum, but the board shall be at liberty to waive payment of such interest wholly or in part.
- Deemed calls** 36. Any amount payable in respect of a share on allotment or at any date fixed by or in accordance with the terms of issue, whether on account 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 duly made, notified and payable on the date on which, by the terms of issue, the same becomes payable. In the case of non-payment, all relevant provisions of these Articles as to payment of interest, forfeiture or otherwise shall apply as if such amount had become payable by virtue of a call duly made and notified.
- Differentiation on calls** 37. The board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
- Payment of calls in advance** 38. The board may, if it thinks fit, receive from any member willing to advance them all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same 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 may be agreed upon between the board and the member, but the member shall not be entitled to participate in any dividend or other distribution by virtue of such advance.

Forfeiture of Shares

- Notice requiring payment of call** 39. If a call or any instalment of a call remains unpaid in whole or in part after it has become due and payable, the board may give the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such

non-payment. The notice shall name the place and a further day (not being less than seven clear days from the date of service of the notice) on or before which payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited. The board may accept the surrender of any share liable to be forfeited under these Articles and, in such case, references in these Articles to forfeiture shall include surrender.

Forfeiture
for non-
compliance

40. If that notice is not complied with, any share in respect of which it was sent may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the board. The forfeiture shall include all dividends declared or other monies payable in respect of the forfeited share which have not been paid before forfeiture. When a share has been forfeited, notice of the forfeiture shall be sent to the person who was the holder of the share before the forfeiture. Where the forfeited share is a certificated share, an entry shall be made promptly in the register opposite the entry of the share showing that notice has been sent, that the share has been forfeited and the date of forfeiture. No forfeiture shall be invalidated by the omission or neglect to send that notice or to make those entries.

Sale of
forfeited
shares

41. Until cancelled in accordance with the requirements of the Companies Acts, a forfeited share shall be deemed to be the property of the Company and may, subject to the provisions of the Companies Acts, be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder of the share or entitled to it or to any other person upon such terms and in such manner as the board shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled on such terms as the board may think fit. Where for the purposes of its disposal a forfeited share which is a certificated share is to be transferred to any person, the board may authorise any person to execute an instrument of transfer of the share to that person. Where for the purposes of its disposal a forfeited share which is an uncertificated share is to be transferred to any person, the board may exercise any of the Company's powers under Article 27 to effect the transfer of the share to, or in accordance with the directions of, the purchaser. The Company may receive the consideration given for the share on its disposal and may register the transferee as holder of the share.

Liability
following
forfeiture

42. A person whose shares are forfeited or have been surrendered shall cease to be a member in respect of the forfeited shares, and shall, if the share is a certificated share, surrender to the Company for cancellation the certificate for the shares forfeited, but shall, notwithstanding the forfeiture or surrender, remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest on that amount at the rate at which interest was payable on those monies before the forfeiture or surrender or, if no interest was so payable, at the rate determined by the board, not exceeding 15 per cent. per annum, from the date of forfeiture or surrender until payment, and the board may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or surrendered or for any consideration received on their disposal or may waive payment in whole or in part.

Evidence of
forfeiture or
surrender

43. A statutory declaration by a director of the Company or the secretary that a share has been duly forfeited or surrendered (or sold to satisfy a lien of the Company) 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 if necessary to the execution of an instrument of transfer or transfer by means of the relevant system, as the case may be) constitute a good title to the share. 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) and his title to the share shall not be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

Extinction
of rights

44. The forfeiture or surrender of a share shall (subject to the Companies Acts and unless otherwise provided by these Articles) involve the extinction at the time of forfeiture or surrender of all interests in and all claims and demands against the Company in respect of that share and all other rights and liabilities incidental to that share as between the holder of that share and the Company.

Disclosure of Interests in Shares

Consequences of failure to comply with notice to disclose interest in shares

45. (A) If any member, or any other person appearing to be interested in shares held by such member, shall have been duly served with a notice under section 793 of the 2006 Act (**Section 793 Notice**) and shall have been in default for the prescribed period (as defined below in this Article) in supplying to the Company the information required by the Section 793 Notice, then (unless the board shall otherwise determine) in respect of:
- (i) the shares in relation to which the default shall have occurred and any further shares which shall be issued in respect of such shares (**Default Shares**); or
 - (ii) any other shares held by the member,

the member shall (for so long as the default continues) not, nor shall any transferee to which any of such shares are transferred other than pursuant to an approved transfer within the meaning of paragraph (F)(iii) of this Article or pursuant to paragraph (B)(ii) of this Article, be entitled to attend and vote either personally or by proxy at any general meeting of the Company or at any separate meeting of the holders of any class of shares or on a poll or to exercise any other right conferred by membership in relation to general meetings.

- (B) Where the Default Shares represent at least 0.25 per cent. in nominal value of the issued shares of any class of shares (calculated exclusively of treasury shares), the board may, in its absolute discretion, by notice (a **Direction Notice**) to such member direct that:
- (i) all or any part of any dividend or any other moneys which would otherwise be payable in respect of the Default Shares shall (in whole or any part thereof) be retained by the Company without any liability to pay interest thereon, and the member shall not be entitled to elect, pursuant to Article 183, to receive shares instead of any such dividend, but any dividend or other moneys withheld shall be paid to the member as soon as practicable following receipt by the Company of the information requested by the Section 793 Notice or after the Direction Notice ceases to have effect pursuant to paragraph (E) of this Article; and/or
 - (ii) no transfer of any of the shares held by such member shall be registered unless:
 - (a) the member is not himself in default as regards supplying the information requested and the transfer is of part only of the member's holding and, when presented for registration, is accompanied by a certificate by the member in a form satisfactory to the board to the effect that after due and careful enquiry the member is, from time to time, satisfied that none of the shares which are the subject of the transfer are Default Shares; or
 - (b) the transfer is an approved transfer; or
 - (c) registration of the transfer is required by the Uncertificated Securities Regulations,

and for the purpose of enforcing any direction pursuant this paragraph (B), the Direction Notice may require the relevant member to change the Default Shares which are uncertificated shares to certificated shares by the time stated in the Direction Notice, and may also state that the member may not change any of the Default Shares which are certificated shares to uncertificated shares, and if the member does not comply with the Direction Notice, the board may authorise any person to instruct the Operator

to change the relevant Default Shares which are uncertificated shares to certificated shares.

- (C) The Company shall send to each other person appearing to be interested in the shares which shall be the subject of any Direction Notice a duplicate copy of the Direction Notice. No Direction Notice shall be invalidated by any omission or neglect in sending or non-receipt of a Direction Notice or any duplicate copy.
- (D) Any Direction Notice shall have effect in accordance with the terms of such Direction Notice for so long as the default in respect of which such Direction Notice shall be issued shall continue and shall cease to have effect only upon the board so determining (such determination to be made within one week immediately following the default being duly remedied) and notice of such determination shall be sent forthwith to the member.
- (E) Any Direction Notice shall cease to have effect in relation to any shares which are transferred by such member by means of an approved transfer or in accordance with paragraph (B)(ii) of this Article.
- (F) For the purposes of this Article:
 - (i) a person shall be treated as appearing to be interested in any shares if the member holding such shares has been served with a Section 793 Notice and either:
 - (a) the member shall have named such person as being so interested; or
 - (b) (after taking into account the response of the member to the Section 793 Notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;
 - (ii) **interested** shall be construed as it is for the purpose of section 793 of the 2006 Act;
 - (iii) reference to a person having failed to give the Company the information required by a notice, or being in default as regards supplying such information, includes:
 - (a) reference to his having failed or refused to give all or any part of it; and
 - (b) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;
 - (iv) the **prescribed period** is the period of 28 days immediately following the date of service of the Section 793 Notice except that if the Default Shares represent at least 0.25 per cent. of the issued shares of any class of share at the time the Section 793 Notice shall be given, the prescribed period shall be the period of 14 days immediately following the date of service of the Section 793 Notice; and
 - (v) a transfer of shares is an **approved transfer** if the board is satisfied that:
 - (a) the transfer is made pursuant to a sale, in good faith, of the whole of the beneficial ownership of such shares to a party unconnected with the member; or

- (b) the transfer results from a sale made through a recognised investment exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded; or
 - (c) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a takeover offer (as defined in section 974 of the 2006 Act).
- (G) The provisions of this Article are in addition to and shall not limit the provisions of the Companies Acts.

Transfer of Shares

- | | | |
|---|-----|--|
| Method of transfer of certificated and uncertificated shares | 46. | Subject to such of the restrictions of these Articles as may be applicable: <ul style="list-style-type: none"> (A) any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the board may approve; and (B) any member may transfer all or any of his uncertificated shares by means of a relevant system in such manner provided for, and subject as provided in, the Uncertificated Securities Regulations and the rules of any relevant system, and accordingly no provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred. |
| Transferor to remain member until transferee registered | 47. | The transferor of a share shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the register in respect of it. |
| Persons to sign transfer of certificated shares | 48. | The instrument of transfer of a certificated share shall be executed by or on behalf of the transferor and, unless the share is a fully paid share, the transferee. An instrument of transfer need not be under seal. |
| Transfer of partly paid shares | 49. | Subject to Article 51, the board may, in its absolute discretion and without giving any reason, decline to register any transfer of any share which is not a fully paid share. |
| Invalid transfer of shares | 50. | The board may also decline to register any share unless: <ul style="list-style-type: none"> (A) in respect of a certificated share, the instrument of transfer, duly stamped (or duly certified or otherwise shown to the satisfaction of the board to be exempt from stamp duty), is lodged at the place where the register of members of the Company is kept accompanied by the certificate for the shares to which it relates (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) and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do; (B) in respect of a certificated share, the instrument of transfer is in respect of only one class of share; and (C) in the case of a transfer or allotment to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four. |
| Transfer of uncertificated shares | 51. | If the share to be transferred is an uncertificated share, the board may refuse to register a transfer if the Uncertificated Securities Regulations allow it to do so and must do so where the Uncertificated Securities Regulations so require. |
| Notice of refusal to register | 52. | If the board declines to register a transfer it shall send to the transferee notice of the refusal: |

- (A) in the case of a certificated share, within two months after the date upon which the instrument of transfer was lodged with the Company; and
- (B) in the case of an uncertificated share, within two months of the date on which the Operator's instructions were received by the Company.

- No fee payable on registration** 53. No fee shall be charged by the Company for registering any instrument of transfer or other document relating to or affecting the title to any share or for making any other entry in the register.
- Suspension of registration** 54. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the board may determine, except that the board may not suspend the registration of transfers of any participating security without the consent of the Operator of the relevant system.
- Retention of transfers** 55. The Company shall be entitled to retain an instrument of transfer which is registered, but an instrument of transfer which the board refuses to register shall (except in the case of fraud) be returned to the person lodging it when notice of the refusal is sent.
- Renunciation of allotment may be recognised** 56. The board may recognise a renunciation of the allotment of a share by the allottee in favour of some other person following the allotment of the share and shall accord to any allottee, of a share a right to effect such renunciation and may also allow the rights represented thereby to be one or more participating securities but prior to any person being entered in the register as the holder of the share and in each case upon and subject to such terms and conditions as the board may think fit to impose.

Transmission of Shares

- Transmission** 57. If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest in the shares. Nothing in these Articles shall release the estate of a deceased member (whether a sole or joint holder) from any liability in respect of any share held by him.
- Elections permitted** 58. A person becoming entitled by transmission to a share may, on production of any evidence as to his entitlement reasonably required by the board, elect either to become the holder of the share or to have another person nominated by him registered as the transferee. If he elects to become the holder, he shall send notice to the Company to that effect. If he elects to have another person registered and the share is a certificated share, he shall execute an instrument of transfer of the share to that person. If he elects to have himself or another person registered and the share is an uncertificated share, he shall take any action the board may require (including without limitation the execution of any document and the giving of any instruction by means of a relevant system) to enable himself or that person to be registered as the holder of the share. The board may at any time send a notice requiring the person to elect either to be registered himself or to transfer the share. If the notice is not complied with within 60 days, the board may after the expiry of that period withhold payment of all dividends or 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 instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member or other event giving rise to the transmission had not occurred.
- Rights of persons entitled by transmission** 59. A person becoming entitled by transmission to a share shall, on production of any evidence as to his entitlement reasonably required by the board and subject to the requirements of Article 58, have the same rights in relation to the share as he would have had if he were the holder of the share. That person may give a discharge for all dividends and other monies payable in respect of the share, but he shall not, before being registered as the holder of the share, be entitled in respect of it to receive notice of, or to attend or vote at, any meeting of the Company, or to receive notice of, or to attend or vote at, any separate meeting of the holders

of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings.

Untraced Shareholders

Power to dispose of shares of untraced shareholders

60. The Company shall be entitled to sell, at the best price reasonably obtainable, any share of a member or any share to which a person is entitled by transmission if:
- (A) for a period of six years ending with the date of publication of the advertisements referred to in Article 60(B) (or, if published on different dates, the first date) (the **relevant period**) at least three cash dividends in respect of the shares in question have been declared and no such cash dividend has either been claimed by presentation to the paying bank of the relevant cheque or warrant or been satisfied by the transfer of funds to a bank account designated by the holder of, or person entitled by transmission to, the shares or by the transfer of funds by means of a relevant system at any time during the relevant period;
 - (B) the Company shall as soon as practicable after expiry of the relevant period have inserted advertisements both in a national daily newspaper and in a newspaper circulating in the area of the last known address of such member or other person, or such other address at which service of notices may be effected under these Articles, giving notice of its intention to sell the shares;
 - (C) during the relevant period and the period of three months following the publication of the advertisement referred to in Article 60(B) (or, if published on different dates, the first date) the Company has received no indication either of the whereabouts or of the existence of such member or person; and
 - (D) if the shares are listed or admitted to trading on a recognised investment exchange, notice has been sent to the relevant listing authority or recognised investment exchange of the Company's intention to make such sale before the publication of the advertisements.

Transfer on sale

61. To give effect to any sale pursuant to Article 60, the board may:
- (A) if the shares are certificated shares, authorise any person to execute an instrument of transfer in respect of the shares sold to, or in accordance with the directions of, the purchaser; or
 - (B) if the shares are uncertificated shares, the board may exercise any of the Company's powers under Article 28 to effect the sale to, or in accordance with the directions of the purchaser.

Effectiveness of transfer

62. An instrument of transfer executed by that person in accordance with Article 61(A) shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. An exercise by the Company of its powers in accordance with Article 61(B) shall be as effective as if exercised by the registered holder of or person entitled by transmission to the shares. The transferee shall not be bound to see to the application of the purchase monies, and his title to the shares shall not be affected by any irregularity in, or invalidity of, the proceedings in relation to the sale.

Proceeds of sale

63. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled for an amount equal to the proceeds. The Company shall enter the name of such former member or other person in the books of the Company as a creditor for that amount. In relation to the debt, no trust is created and no interest is payable. The Company shall not be required to account for any money earned on the net proceeds of sale, which may be used in the Company's business or invested (other than shares of the Company or its holding company, if any) in such a way as the board from time to time thinks fit from time to time.

Alteration of Share Capital

Alterations
by ordinary
resolution

64. The Company may by ordinary resolution:
- (A) increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
 - (B) consolidate, or consolidate and then sub-divide, all or any of its share capital into shares of larger amount than its existing shares;
 - (C) subject to the provisions of the Companies Acts, sub-divide its shares or any of them into shares of smaller amount, provided that:
 - (i) in the sub-division, the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and
 - (ii) the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others; and
 - (D) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

New shares
subject to
these
Articles

65. All shares created by ordinary resolution pursuant to Article 64 shall be:
- (A) subject to all the provisions of these Articles, including without limitation provisions relating to payment of calls, lien, forfeiture, transfer and transmission; and
 - (B) unclassified, unless otherwise provided by these Articles, by the resolution creating the shares or by the terms of allotment of the shares.

Fractions
arising

66. (A) Whenever as a result of a consolidation, consolidation and sub-division or sub-division of shares any members would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit. In particular, the board may sell the shares representing the fractions for the best price reasonably obtainable (or at any other price approved by the Company by special resolution) to any person (including, subject to the provisions of the Companies Acts, the Company) and distribute the net proceeds of sale (subject to the retention by the Company of any amounts so small that the cost of distribution would be disproportionate to the amounts involved) in due proportion among those members and the board may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. For the purposes of effecting the sale, the board may arrange for the shares representing the fractions to be entered in the register as certificated shares. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.
- (B) Subject to the Companies Acts, when the board consolidates or sub-divides shares, it can treat certificated and uncertificated shares which a member holds as separate shareholdings.

Power to
reduce
capital

67. Subject to the provisions of the Companies Acts, the Company may by special resolution reduce its share capital, capital redemption reserve, share premium account or other undistributable reserve in any way.

General Meetings

- | | |
|----------------------------|--|
| Types of general meeting | 68. Any general meeting of the Company other than an annual general meeting shall be called an extraordinary general meeting. |
| Convening general meetings | 69. The board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Companies Acts. The board may convene an extraordinary general meeting whenever it thinks fit. |
| Class meetings | 70. The provisions of these Articles relating to general meetings of the Company shall, with any necessary modifications, apply to every separate general meeting of the holders of any class of shares convened otherwise than in connection with the variation or abrogation of the rights attached to the shares of that class. For this purpose, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares. |

Notice of General Meetings

- | | |
|----------------------|---|
| Period of notice | 71. An annual general meeting shall be convened by not less than 21 clear days' notice (including, subject to the provisions of the Companies Acts, in electronic form or by electronic means). An extraordinary general meeting (including without limitation an extraordinary general meeting convened for the passing of a special resolution) shall be convened by not less than 14 clear days' notice (including, subject to the provisions of the Companies Acts, in electronic form or by electronic means) provided that a general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed:

(A) in the case of an annual general meeting, by all the members entitled to attend and vote at such annual general meeting; and

(B) in the case of an extraordinary general meeting, by a majority in number of the members having a right to attend and vote at such extraordinary general meeting, together holding not less than 95 per cent. in nominal value of the shares giving that right. |
| Contents of notice | 72. The notice (including any notice given by means of a website) shall specify the place, day and time of the meeting (including any satellite meeting place arranged for the purposes of Article 77, which shall be identified as such in the notice) and the general nature of the business to be transacted, and there shall appear with reasonable prominence in the notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and to speak and vote instead of him and that a proxy need not be a member of the Company. If the notice is made available by means of a website it must be available until the conclusion of the meeting. The notice convening an annual general meeting shall specify the meeting as such. The notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. For the purposes of determining which persons are entitled to attend or vote at a meeting and how many votes such person may cast, the Company may specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting. |
| Recipients of notice | 73. 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, provided that the Company may determine that only those persons entered on the register at the close of business on a day determined by the Company, such day being no more than 21 days before the day that notice of the meeting is sent, shall be entitled to receive such a notice. Notice of every general meeting must always be sent to the auditors. |

Accidental omission to send notice

74. The accidental omission to send any notice of a meeting or the accidental omission to send any document relating to a meeting, including any in electronic form or by electronic means, or, in cases where appointments of proxy are sent out with the notice, the accidental omission to send any such appointment of proxy to, or the non-receipt of notice of a meeting or such appointment of proxy by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Change in date/place and/or time of meeting

75. If, after the sending of 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), the board considers that it is impractical or undesirable for any reason to hold the meeting on the date or at the time or place specified in the notice convening the meeting, it may postpone or move the meeting to another date, time and/or place. In this case:

- (A) no new notice of the meeting need be sent, but the board shall, if practicable, advertise the date, time and place of the meeting in at least two national newspapers in the United Kingdom and shall make arrangements for notices of the change of place and/or postponement to appear at the original place and/or at the original time; and
- (B) an appointment of 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 re-arranged meeting.

The board may also postpone or move the re-arranged meeting under this Article.

Security

76. The board and, at any general meeting, the chairman may make any arrangement and impose any requirement or restriction it or he considers appropriate to ensure the safety and security of those attending a general meeting including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place. The board and, at any general meeting, the chairman are entitled to refuse entry to, or to eject from the meeting, a person who refuses to comply with these arrangements, requirements or restrictions.

General meetings at more than one place

77. The board may, including without limitation for the purpose of controlling the level of attendance at any place specified for the holding of a meeting, make such arrangements as it considers appropriate, including enabling persons entitled to attend a general meeting to do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world. The members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that members attending at all the meeting places are able to:

- (A) participate in the business for which the meeting has been convened;
- (B) hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place; and
- (C) be heard and seen by all other persons so present in the same way.

The chairman of the general meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place.

Interruption or adjournment where facilities inadequate

78. If it appears to the chairman of the meeting that the facilities at the principal meeting place or any satellite meeting place have become inadequate for the purposes referred to in Article 77, then the chairman may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at that general meeting up to the time of that adjournment shall be valid. The provisions of Articles 85 and 86 shall apply to that adjournment.

Proceedings at General Meetings

- Quorum** 79. No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting, which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, two persons present in person or by proxy and entitled to vote on the business to be transacted shall be a quorum.
- If quorum not present** 80. If such a quorum is not present within five minutes (or such longer time not exceeding 30 minutes as the chairman of the meeting may decide to wait) after the time appointed for the commencement of the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved, and in any other case shall stand adjourned to such time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the chairman of the meeting may determine. The adjourned meeting shall be dissolved if a quorum is not present within 15 minutes after the time appointed for the commencement of the meeting.
- Chairman** 81. The chairman (if any) of the board or, in his absence, any deputy chairman shall preside as chairman at every general meeting. If there is no such chairman or deputy chairman, or if at any meeting neither the chairman nor a deputy chairman is present within five minutes after the time appointed for the commencement of the meeting, or if none of them is willing to act as chairman, the directors present shall choose one of their number to act or, if one director only is present, he shall preside as chairman if willing to act. If no director is present within five minutes after the time appointed for the commencement of the meeting, or if each of the directors present declines to act as chairman, the persons present and entitled to vote shall appoint one of their number to be chairman of the meeting. The chairman of a general meeting may nominate any director present at the meeting to propose any resolution or otherwise facilitate the conduct of any business concerning the chairman himself.
- Directors and proxies entitled to speak** 82. Each director shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares notwithstanding he is not a member. Any proxy appointed by a member shall also be entitled to speak (and to vote on a show of hands in accordance with Article 110) at any general meeting of the Company. The chairman of the meeting may invite any person to attend and speak at any general meeting of the Company where he considers that this will assist in the deliberations of the meeting.
- Orderly conduct of meeting** 83. The chairman of the meeting shall take such action or give directions for such action to be taken as he thinks fit to promote the orderly conduct of the meeting. The decision of the chairman on points of order, matters of procedure or matters arising incidentally out of the business of the meeting shall be final, as shall be his determination as to whether any point or matter is of such a nature.
- Adjournment: chairman's powers** 84. The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) to another time and place if it appears to him that:
- (A) the members entitled to vote and wishing to attend cannot conveniently be accommodated in the place or places appointed for the meeting;
 - (B) the conduct of persons present prevents, or is likely to prevent, the orderly continuation of business; or
 - (C) an adjournment is otherwise necessary so that the business of the meeting may properly be conducted.

In addition, the chairman of the meeting 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 to another time and place.

Adjournment: procedures 85. Any such adjournment may be for such time and to such other place (or, in the case of a meeting held at a principal meeting place and a satellite meeting place, such other places) as the chairman may, in his absolute discretion, determine, notwithstanding that by reason of such adjournment some members may be unable to be present at the adjourned meeting. Any such member may nevertheless appoint a proxy for the adjourned meeting either in accordance with Articles 106 and 107 or by means of an instrument which, if delivered by him at the meeting which is adjourned to the chairman or the secretary or any director, shall be valid even though it is given at less notice than would otherwise be required by Article 107. 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.

Adjournment: notice 86. When a meeting is adjourned for 30 days or more or for an indefinite period, notice shall be sent at least seven clear days before the date of the adjourned meeting specifying the day, time and place (or places, in the case of a meeting held at a principal meeting place and a satellite meeting place) of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to send any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Amendments to Resolutions

Permitted amendments 87. 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 and 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 48 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 of the meeting in his absolute discretion decides that it may be considered or voted upon. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is put to the vote.

Amendment ruled out of order 88. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

Voting

Votes attaching to shares 89. Subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions of these Articles, on a show of hands every member who is present in person at a general meeting of the Company shall have one vote and every proxy appointed by a member and present at a general meeting of the Company (other than the chairman of the meeting) shall have one vote. On a poll every member who is present in person or by proxy shall, subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions in these Articles, have one vote for every share of which he is the holder.

Special resolution effective as ordinary resolution 90. Where for any purpose an ordinary resolution of the Company is required, a special resolution will also be effective.

Methods of voting 91. A resolution put to the vote of a general 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 demanded. Subject to the provisions of the Companies Acts, a poll may be demanded by:

(A) the chairman of the meeting; or

(B) at least three members present in person or by proxy and entitled to vote; or

- (C) any member or members present in person or by proxy and representing in the aggregate not less than 10 per cent. of the total voting rights of all members having the right to attend and vote at the meeting (excluding any voting rights attached to any shares in the Company held as treasury shares); or
- (D) any member or members present in person or by proxy and holding shares conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than 10 per cent. of the total sum paid up on all shares conferring that right (excluding sums paid up on any shares in the Company held as treasury shares).

Poll before show of hands	92.	The chairman of the meeting can also demand a poll before a resolution is put to the vote on a show of hands.
Declaration of result	93.	Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman that a resolution, on a show of hands, has been carried, carried unanimously, carried by a particular majority, not carried, 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.
Conduct of poll	94.	Subject to Article 96, a poll shall be taken in such manner (including the use of ballot or voting papers or tickets or electronic means, or any combination thereof) as the chairman directs. The chairman may, and shall if required by the meeting, appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
Withdrawal of demand for poll	95.	The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If the demand for a poll is withdrawn, the chairman or any other member entitled may demand a poll.
When poll to be taken	96.	A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either at the meeting or at such time (not being later than 30 days after the date of the demand) and place as the chairman directs. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll if the time and place at which it is to be taken is announced at the meeting. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
Meeting to continue after demand for poll	97.	The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
Casting of votes on a poll	98.	On a poll, votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. Unless his appointment otherwise provides, the proxy may vote or abstain at his discretion on any matter coming before the meeting on which proxies are entitled to vote.
Votes of joint holders	99.	In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names stand in the register in respect of the joint holding.
Chairman's casting vote	100.	In the case of equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to any other vote he may have.
Member under incapacity	101.	A member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of

managing his affairs may vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company and may exercise any other right conferred by membership in relation to general meetings by or through any person authorised in such circumstances to do so on his behalf (and that person may vote in person or 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 received at the office (or at such other place as may be specified in accordance with these Articles for the receipt of appointments of proxy in writing which are not in electronic form) not later than the last time at which such an appointment should have been received in order to be valid for use at that meeting or on the holding of that poll.

Restriction on voting in particular circumstances

102. (A) If at any time the board is satisfied that any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under section 796 of the 2006 Act and is in default for a period of 14 days in supplying to the Company the information thereby required or, in purported compliance with such notice, has made a statement which is false or inadequate in a material particular, then (unless the board in its absolute discretion otherwise determines in respect of:

- (i) the shares comprising the shareholding account in the register which comprises or includes the shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the **default shares**, which expression shall include any further shares which are issued after the date of service of the notice under section 793 of the 2006 Act in respect of such shares); and
- (ii) any other shares held by the member;

the member shall not (for so long as the default continues) nor shall any transferee to whom any of such shares are transferred (other than pursuant to an approved transfer or pursuant to Article 102(B)(ii) below) be entitled to attend or vote either personally or by proxy at a shareholders' meeting or to exercise any other right conferred by membership in relation to shareholders' meetings.

(B) Where the default shares represent 0.25 per cent. or more in nominal value of the issued shares of their class, the board may in its absolute discretion by notice (a **direction notice**) to such member direct that in respect of the default shares:

- (i) any dividend or part thereof or other money which would otherwise be payable in respect of the default shares shall be retained by the Company without any liability to pay interest thereon when such dividend or other money is finally paid to the member and the member shall not be entitled to elect to receive shares in lieu of dividend; and/or
- (ii) no transfer of any of the default shares held by such member shall be registered unless the transfer is an approved transfer or:
 - (aa) the member is not himself in default as regards supplying the information required; and
 - (bb) the transfer is of part only of the member's holding and, when presented for registration, is accompanied by a certificate by the member in a form satisfactory to the board to the effect that after due and careful enquiry the member is satisfied that none of the shares the subject of the transfer are default shares.

provided that, in the case of shares in uncertificated form, the board may only exercise its discretion not to register a transfer if permitted to do so by the Uncertificated Securities Regulations.

Any direction notice may treat shares of a member in certificated and uncertificated form as separate holdings and either apply only to the former or to the latter or make different provision for the former and the latter.

Upon the giving of a direction notice its terms shall apply accordingly.

- (C) The Company shall send to each other person appearing to be interested in the shares the subject of any direction notice a copy of the notice, but the failure or omission by the Company to do so shall not invalidate such notice.
- (D) Save as herein provided any direction notice shall have effect in accordance with its terms for so long as the default in respect of which the direction notice was issued continues and shall cease to have effect thereafter upon the board so determining (such determination to be made within a period of 7 days of the default being duly remedied with written notice thereof being given forthwith to the member).
- (E) Any direction notice shall cease to have effect in relation to any shares which are transferred by such member by means of an approved transfer or in accordance with Article 102(B)(ii) above.
- (F) For the purposes of this Article:
 - (i) a person shall be treated as appearing to be interested in any shares if the member holding such shares has been served with a notice under the said section 796 and either (a) the member has named such person as being so interested or (b) (after taking into account the response of the member to the said notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares; and
 - (ii) a transfer of shares is an **approved transfer** if:
 - (aa) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a takeover offer (as defined in section 974 of the 2006 Act); or
 - (bb) the board is satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares, the subject of the transfer, to a party unconnected with the member or with any person appearing to be interested in such shares including any such 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 the purposes of this sub-Article any associate (as that term is defined in section 435 of the Insolvency Act 1986) shall be included amongst the persons who are connected with the member or any person appearing to be interested in such shares.
- (G) The provisions of this Article are in addition and without prejudice to the provisions of the Companies Acts.

Calls in arrears 103. No member shall, unless the board otherwise determines, be entitled in respect of any share held by him to attend or vote (either personally or by proxy) at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or 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 in respect of that share have been paid.

Objections and errors in voting 104. If:

- (A) any objection shall be raised to the qualification of any voter; or

- (B) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (C) any votes are not counted that 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 of the meeting 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

Identity and number of proxies

105. A proxy need not be a member of the Company. A member may appoint more than one proxy to attend on the same occasion and if he does he shall specify the number of shares in respect of which each proxy is entitled to exercise the related votes. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned.

Method of proxy appointment

106. Subject to Article 107, an instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the board may approve and:
- (A) in the case of an individual shall be signed by the appointor or his attorney or authenticated in accordance with Article 198; and
 - (B) in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation or authenticated in accordance with Article 198.

Any signature on or authentication of such instrument need not be witnessed. Where an instrument appointing a proxy is signed or authenticated in accordance with Article 198 on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to Article 107, failing which the instrument may be treated as invalid.

Delivery of proxy appointment

107. An instrument appointing a proxy must be received by the Company at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the office) 48 hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken more than 48 hours after the meeting or adjourned meeting) 24 hours before the time for the taking of the poll at which it is to be used, and in default shall not be treated as valid. The instrument shall, unless the contrary is stated on it, be valid as well for any adjournment of the meeting as for the meeting to which it relates. Weekends and bank holidays are not to be counted when calculating these time periods.

Electronic proxy appointment

108. In relation to any uncertificated shares the board may permit a proxy to be appointed by means of a communication sent in electronic form or by means of a website in the form of an Uncertificated Proxy Instruction (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, sent by means of a relevant system to 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)); and may permit any supplement to, or amendment or revocation of, any such Uncertificated Proxy Instruction to be made by a further Uncertificated Proxy Instruction. The board may in addition prescribe the method of determining the time at which any such instruction or notification is to be treated as received by the Company. The board may treat any such instruction or notification purporting or expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority

of the person sending the instruction to send it on behalf of that holder. The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is delivered in a manner permitted by these Articles in electronic form, but because of a technical problem, it cannot be read by the recipient.

- Validity of proxy appointment** 109. A proxy appointment which is not delivered in accordance with Article 107 shall be invalid. When two or more valid but differing proxy appointments are delivered in respect of the same share for use at the same meeting, the one which is last delivered (regardless of its date or the date of its execution (if relevant)) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was last delivered none of them shall be treated as valid in respect of that share. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.
- Rights of proxy** 110. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll and the proxy shall be entitled to speak at the meeting and to vote on a show of hands and on a poll.
- Revocation of proxy** 111. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in hard copy form or in electronic form or by telephone of such death, insanity or revocation shall have been received by the Company at the address or one of the addresses specified under Article 107 (subject to any conditions attached to the use of a particular address imposed under that Article) or, if no address was specified, at the office one hour or such lesser time as the board may determine before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast. The board may establish such procedures as they deem appropriate to receive and verify the validity and acceptance of the revocation of proxy.
- Duration of proxy appointment** 112. No appointment of a proxy shall be valid after 12 months have elapsed from the date of its receipt save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned meeting or a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting.
- Invitations to appoint proxy** 113. The board may at the expense of the Company send instruments of proxy to members by post or otherwise (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the holders of any class of shares, either in blank or nominating in the alternative any one or more of the board or any other person. If, for the purpose of any meeting, invitations to appoint as proxy a person, or one of a number of persons specified in the invitations, are issued at the Company's expense, they shall (without prejudice to any other provision of these Articles or the Companies Acts permitting the board to cease or suspend sending notices or other circulars to a member) be issued to all the members entitled to be sent a notice of the meeting and to vote at it. The accidental omission to send such an instrument or give such an invitation to, or the non-receipt by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.

Representation of Corporations at Meetings

- Corporate representatives** 114. Any corporation which is a member of the Company may by resolution of its 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 of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company, save that a director or the secretary or other person authorised for the purpose by the secretary may require such person to produce a certified copy of the resolution of authorisation or other authority before permitting him to exercise his powers, and such corporation shall for the purposes of these Articles be deemed to be present in person at any

such meeting if a person so authorised is present thereat. If two or more representatives purport to use their power in different ways then each respective power shall be treated as not being exercised.

Appointment and Retirement of Directors

- | | |
|--|---|
| Number of directors | 115. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not less than two but there shall be no maximum number. |
| Share qualification | 116. A director shall not be required to hold any shares of the Company by way of qualification. A director who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings. |
| Power of Company to appoint directors | 117. 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. |
| Appointment by board | 118. Subject to the provisions of these Articles, 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 retire at the next annual general meeting and shall then be eligible for re-appointment but shall not be taken into account in determining the directors or the number of directors who are to retire by rotation at that meeting. Where a director is appointed after the notice of the current annual general meeting has been posted, the re-election of the director shall be deferred to the annual general meeting following the current one. |
| Number of directors to retire at annual general meeting | 119. At each annual general meeting:

(A) any director who was appointed or last re-appointed a director at or before the annual general meeting held in the third calendar year before the current year shall retire by rotation; and

(B) such further directors (if any) shall retire by rotation as would bring the number retiring by rotation up to one-third of the number of directors in office at the date of the notice of meeting (or, if their number is not a multiple of three, the number nearest to but not greater than one-third). |
| Which directors to retire | 120. Subject to the Companies Acts and these Articles, the directors to retire by rotation shall include (so far as necessary to obtain the number required) any director who wishes to retire and not offer himself for re-appointment. Any further directors so to retire shall be those of the other directors subject to retirement by rotation who have been longest in office since their last re-appointment or appointment and so that, as between persons who became or were last re-appointed directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring director shall be eligible for re-appointment. The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board at the date of the notice convening the annual general meeting. No director shall be required to retire or be relieved from retiring or be retired by reason of any change in the number or identity of the directors after the date of the notice but before the close of the meeting. |
| When director deemed to be re-appointed | 121. The Company at the meeting at which a director retires under any provision of these Articles may by ordinary resolution fill the office being vacated by appointing thereto the retiring director or some other person eligible for appointment. If no such resolution is passed, the retiring director shall be deemed to have been re-appointed except in any of the following cases: |

- (A) where at such meeting it is expressly resolved not to fill such office or a resolution for the re-appointment of such director is put to the meeting and lost;
- (B) where such director has given notice in writing to the Company that he is unwilling to be re-appointed;
- (C) where the failure to pass such a resolution is due to the moving of a resolution in contravention of Article 122.

The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to appoint some other person in place of the retiring director or a resolution for his re-appointment is put to the meeting and lost, and accordingly a retiring director who is re-appointed or deemed to have been re-appointed will continue in office without a break.

Separate resolutions on appointment

122. A resolution for the appointment of two or more persons as directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.

Power of Company to remove directors

123. In addition to any power of removal conferred by the Companies Acts, the Company may by ordinary resolution of which special notice has been given remove any director before the expiration of his period of office (notwithstanding any provision of these Articles or of any agreement between the Company and such director, but without prejudice to any claim he may have for damages for breach of any such agreement) and may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a director in his place. Any director so appointed shall be treated for the purposes of determining the time at which he or any other director is to retire by rotation as if he had become a director on the day on which the director in whose place he is elected was last elected as a director. In default of such election the vacancy arising upon the removal of a director from office may be filled as a casual vacancy.

Eligibility for appointment

124. No person other than a director retiring at the meeting (whether by rotation or otherwise) shall be appointed or re-appointed a director at any general meeting unless:
- (A) he is recommended by the board; or
 - (B) not less than seven nor more than 42 days (inclusive of the date on which the notice is given) before the day appointed for the meeting, notice executed by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the secretary at the office of the intention to propose that person for appointment or re-appointment together with confirmation in writing by that person of his willingness to be appointed or re-appointed; the notice shall give the particulars of that person which would (if he were appointed or re-appointed) be required to be included in the Company's register of directors.

Termination of appointment

125. The office of a director shall be vacated if:
- (A) he ceases to be a director by virtue of any provisions of the Companies Acts or these Articles or he becomes prohibited by law from being a director; or
 - (B) he resigns his office by notice in writing left at the office or he offers in writing to resign and the directors resolve to accept such offer; or
 - (C) he has a bankruptcy order made against him or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act; or
 - (D) in the United Kingdom or elsewhere an order is made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his

detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs; or

- (E) he is absent without the permission of the board from meetings of the board (whether or not an alternate director appointed by him attends) for six consecutive months and the board resolves that his office is vacated; or
- (F) he is requested to resign from office by notice served upon him signed by not less than three quarters of the other directors (and in calculating the number of directors who are required to make such a request to the director, (i) an alternate director appointed by him acting in his capacity as such shall be excluded; and (ii) a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that the request of either shall be sufficient).

If the office of a director is vacated for any reason, he shall cease to be a member of any committee or sub-committee of the board.

Alternate Directors

- | | |
|---|---|
| Power to appoint alternates | 126. Each director may appoint any person to be his alternate and may at his discretion remove an alternate director so appointed. If the alternate director is not already a director, the appointment, unless previously approved by the board, shall have effect only upon and subject to its being so approved. Any appointment or removal of an alternate director shall be effected by notice in writing signed by the appointor and delivered to or received at the office or tendered at a meeting of the board, or in any other manner approved by the board. An alternate director shall not be required to hold any shares of the Company and shall not be counted in reckoning the maximum and minimum number of directors allowed or required by Article 115. An alternate director shall be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) to receive notice of all meetings of the board or of committees of the board of which his appointor is a member. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom. He shall also be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and at such meeting to exercise and discharge all the functions, powers, rights and duties of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director. |
| Alternates to be subject to these Articles | 127. An alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to directors and shall during his appointment be an officer of the Company. An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the director appointing him. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director. An alternate director shall not be entitled to receive from the Company any fee in his capacity as an alternate director but the Company shall, if so requested in writing by the appointor, pay to the alternate director any part of the fees or remuneration otherwise due to the appointor. |
| Alternates representing more than one director | 128. A director or any other person may act as an alternate director to represent more than one director. Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director but he shall count as only one for the purposes of determining whether a quorum is present. 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 appointment provides to the contrary, be as effective as signature by his appointor. |
| Termination of appointment | 129. An alternate director shall cease to be an alternate director: |

- (A) if his appointor ceases for any reason to be a director except that, if at any meeting any director retires by rotation or otherwise but is re-appointed at the same meeting, any appointment made by him pursuant to Article 126 which was in force immediately before his retirement shall remain in force as though he had not retired; or
- (B) on the happening of any event which if he were a director would cause him to vacate his office as director; or
- (C) if he resigns his office by notice in writing to the Company.

Non-Executive Directors

- | | | |
|---|------|---|
| Arrangements with non-executive directors | 130. | Subject to the provisions of the Companies Acts, the board may enter into, vary and terminate an agreement or arrangement with any director who does not hold executive office for the provision of his services to the Company. Any such agreement or arrangement may be made on such terms as the board determines. |
| Ordinary remuneration | 131. | The ordinary remuneration of the directors who do not hold executive office shall be a fee for their services (which shall be deemed to accrue from day to day) at such rate as may from time to time be determined by the board. |
| Additional remuneration for special services | 132. | Any director who does not hold executive office and who performs special services which in the opinion of the board are outside the scope of the ordinary duties of a director may (without prejudice to the provisions of Article 131) be paid such extra remuneration by way of additional fee, salary, commission or otherwise as the board may determine. |

Executive Directors

- | | | |
|---|------|--|
| Appointment to executive office | 133. | Subject to the provisions of the Companies Acts, the board may appoint one or more of its body (including the office of chairman or deputy chairman) to be the holder of any executive office (except that of auditor) in the Company and may enter into an agreement or arrangement with any such director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms, including without limitation terms as to remuneration, as the board determines. The board may revoke or vary any such appointment but without prejudice to any rights or claims which the person whose appointment is revoked or varied may have against the Company because of the revocation or variation. |
| Termination of appointment to executive office | 134. | Any appointment of a director to the office of chairman or deputy chairman or Managing or Joint Managing or Deputy or Assistant Managing Director shall terminate automatically if he ceases to be a director but without prejudice to any rights or claims which he may have against the Company by reason of such cessation. Any appointment of a director to any other executive office shall not automatically terminate if he ceases to be a director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such termination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company. A director appointed to an executive office shall not cease to be a director merely because his appointment to such executive office terminates. |
| Emoluments to be determined by board | 135. | The emoluments, including any extra-remuneration for services performed which are in the opinion of the directors outside the scope of the ordinary duties of a director, of any director holding executive office for his services as such shall be determined by the board, and may be of any description, including without limitation admission to, or continuance of, membership of any scheme (including any share acquisition scheme) or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants, or the payment of a pension or other |

benefits to him or his dependants on or after retirement or death, apart from membership of any such scheme or fund.

Directors' Expenses

- Directors may be paid expenses** 136. The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the board or committees of the board, general meetings or separate meetings of the holders of any class of shares or debentures of the Company or otherwise in connection with the discharge of their duties. The Company may also fund a director's expenditure on defending proceedings and may do anything to enable a director to avoid incurring such expenditure in each case as provided in the Companies Acts.

Pensions and Other Benefits

- Gratuities and pensions** 137. The board may (by establishment of, or maintenance of, schemes or otherwise) provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any past or present director or employee of the Company or any of its subsidiary undertakings or any body corporate associated with, or any business acquired by, any of them, and for any member of his family (including a spouse or a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

- Directors not liable to account** 138. No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to these Articles. The receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

Director's Interests

- Director may be interested in contract with the Company** 139. Subject to the provisions of the Companies Acts, and provided that he has disclosed to the board the nature of any interest of his in accordance with Article 141(D), a director may be party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or of any of its subsidiaries) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated therefor and in any such case (save as otherwise agreed by him) he may retain for his own absolute use and benefit all profits and advantages accruing to him in that capacity or in consequence thereof.

- Directors' power to vote on contracts in which they are interested** 140. Save as otherwise provided in these Articles, a director shall not vote on, or be counted in the quorum in relation to, any resolution of the board concerning a matter in which he has an interest which (taken together with any interest of any person connected with him) is to his knowledge a material interest and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any resolution where that material interest arises only from one or more of the following matters:
- (A) the giving to him of any guarantee, indemnity or security in respect of money lent or obligations undertaken by him or by any other person at the request of or for the benefit of the Company or any of its subsidiaries;
 - (B) 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 subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

- (C) the giving to him of any other indemnity where all other directors are being offered indemnities on substantially the same terms;
- (D) the funding by the Company of his expenditure on defending proceedings or the doing by the Company of anything to enable him to avoid incurring such expenditure where all other directors are being offered substantially the same arrangements;
- (E) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
- (F) any contract in which he is interested by virtue of his interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;
- (G) any contract concerning any other company (not being a company in which the director owns one per cent. or more) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;
- (H) any contract concerning the adoption, modification or operation of a pension fund, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which relates to both directors and employees of the Company or of any of its subsidiaries 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;
- (I) any contract for the benefit of employees of the Company or of any of its subsidiaries under which he benefits in a similar manner to the employees and which does not accord to any director as such any privilege or advantage not accorded to the employees to whom the contract relates; and
- (J) any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any directors of the Company or for persons who include directors of the Company provided that for the purposes of this paragraph insurance shall mean only insurance against liability incurred by a director in respect of any act or omission by him referred to in Article 205 or any other insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including directors of the Company.

Declaration of directors' interests in contracts

141. (A) A company shall be deemed to be one in which a director owns one per cent. or more if and so long as (but only if and so long as) he, taken together with any person connected with him, is to his knowledge (either directly or indirectly) the holder of or beneficially interested in one per cent. or more of any class of the equity share capital of that company (excluding any shares of that class in that company held as treasury shares) or of the voting rights available to members of that company. In relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- (B) Where a company in which a director owns one per cent. or more is materially interested in a contract, he also shall be deemed materially interested in that contract.
- (C) If any question shall arise at any meeting of the board as to the materiality of the interest of a director (other than the chairman of the meeting) or as to the entitlement of any director (other than the chairman of the meeting) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be

conclusive except in a case where the nature or extent of his interest (so far as it is known to him) has not been fairly disclosed to the board. If any question shall arise in respect of the chairman of the meeting, the question shall be decided by a resolution of the board (for which purpose the chairman of the meeting shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the chairman of the meeting (so far as it is known to him) has not been fairly disclosed to the board.

- (D) A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract with the Company shall declare the nature of his interest at the meeting of the board at which the question of entering into the contract is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the board after he knows that he is or has become so interested. For the purposes of this Article, a general notice to the board by a director to the effect that (A) he is a member of a specified company or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm or (B) he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract; provided that no such notice shall be effective unless either it is given at a meeting of the board or the director takes reasonable steps to secure that it is brought up and read at the next board meeting after it is given.
- (E) References in Articles 139 to 142 to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.

Voting on matters pertaining to directors

142. A director shall not vote on, or be counted in the quorum in relation to, any resolution of the board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each director and in that case each of the directors concerned shall be entitled to vote and counted in the quorum in respect of each resolution unless it concerns his own appointment or the settlement or variation of the terms or the termination of his own appointment.

Relaxation of provisions and ratification

143. Subject to the provisions of the Companies Acts, the Company may by ordinary resolution suspend or relax the provisions of Articles 139 to 142 to any extent or ratify any contract not properly authorised by reason of a contravention of Articles 139 to 142.

Power of directors to authorise conflicts of interest

144. (A) For the purposes of section 175 of the 2006 Act, the board shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
- (B) Authorisation of a matter under this Article shall be effective only if:
- (i) the matter in question shall have been proposed in writing for consideration at a meeting of the directors, in accordance with the board's normal procedures or in such other manner as the directors may approve;
 - (ii) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other interested director (together the **Interested Directors**); and
 - (iii) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

- (C) Any authorisation of a matter pursuant to this Article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- (D) Any authorisation of a matter under this Article shall be subject to such conditions or limitations as the board may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the board at any time. A director shall comply with any obligations imposed on him by the board pursuant to any such authorisation.
- (E) A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the board under this Article and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

Powers of the Board

Business to be managed by board

145. Subject to the provisions of the Companies Acts, the memorandum of association of the Company and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the board which may exercise all the powers of the Company, including without limitation the power to dispose of all or any part of the undertaking of the Company and the power to change the Company's name. No alteration of the memorandum of association of the Company or these Articles and no such direction shall invalidate any prior act of the board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the board by these Articles. A meeting of the board at which a quorum is present may exercise all powers exercisable by the board.

Exercise by Company of voting rights

146. The board may exercise the voting power conferred by the shares in any body corporate held or owned by the Company in such manner in all respects as it thinks fit (including without limitation the exercise of that power in favour of any resolution appointing its members or any of them directors of such body corporate, or voting or providing for the payment of remuneration to the directors of such body corporate).

Delegation of Powers of the Board

Committees of the board

147. The board may delegate any of its powers, authorities and discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring or any other benefit on all or any of the directors) to any committee consisting of one or more directors. The board may also delegate to any director holding any executive office such of its powers, authorities and discretions as the board considers desirable to be exercised by him. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate to one or more directors (whether or not acting as a committee) or to any employee or agent of the Company all or any of the powers, authorities and discretions delegated and may be made subject to such conditions as the board may specify, and may be revoked or altered. The board may co-opt on to any such committee persons other than directors, who may enjoy voting rights in the committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are directors. Subject to any conditions imposed by the board, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying. 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 others, express reference is made to particular powers, authorities or discretions being exercised by the board or by a committee authorised by the board.

Local boards
etc.

148. The board may establish local or divisional boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of the local or divisional boards, or any managers or agents, and may fix their remuneration. The board may delegate to any local or divisional board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the board, with power to sub-delegate, and may authorise the members of any local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies. Any appointment or delegation made pursuant to this Article may be made on such terms and subject to such conditions as the board may decide. The board may remove any person so appointed 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.

Agents

149. The board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes, with such powers, authorities and discretions (not exceeding those vested in the board) and on such conditions as the board determines, including without limitation authority for the agent to delegate all or any of his powers, authorities and discretions, and may revoke or vary such delegation.

Offices
including title
"director"

150. The board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the purposes of these Articles.

Borrowing Powers

Power to
borrow

151. (A) Subject to Article 151(B), the board may exercise all the powers of the Company to borrow or raise money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or any part thereof, and to issue debentures, debenture stock and other securities and to give security, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.
- (B) The board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries so as to secure (but as regards its subsidiaries only in so far as by the exercise of the rights or powers of control the board can secure) that the aggregate principal amount from time to time outstanding of all net external borrowings by the Company and its subsidiaries shall not at any time without the previous sanction of an ordinary resolution of the Company exceed an amount equal to three times the adjusted capital and reserves.

For the purposes of this paragraph of this Article:

- (i) the **adjusted capital and reserves** means the aggregate from time to time of:
- (a) the amount paid up or credited as paid up on the issued share capital of the Company (including any shares held as treasury shares); and
 - (b) the amount standing to the credit of the reserves of the Group whether distributable or undistributable, including any share premium account, capital redemption reserve and credit balance on profit and loss account,
- (a) and (b) above as shown by the then latest audited balance sheet of the Group but after:

- (c) excluding any sums set aside for taxation (including deferred taxation);
- (d) deducting from the aggregate amount any debit balance on profit and loss account subsisting at the date of that audited balance sheet except to the extent that a deduction has already been made on that account;
- (e) making such adjustments as may be appropriate to reflect any variation in the amount of the paid up share capital, share premium account, capital redemption reserve or other reserve since the date of that audited balance sheet; and
- (f) making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its subsidiaries since the date of the latest audited balance sheet of the Company or any other adjustments as the auditors may require.

If any issue or proposed issue of shares by the Company for cash has been or becomes unconditionally underwritten, then those shares shall be deemed to have been issued and the amount (including any premium) of the subscription monies payable in respect thereof shall (provided such subscription monies are payable not later than six months after the date of allotment) be deemed to have been paid up on the date when those shares become unconditionally underwritten but only to the extent of the underwriters' liability to the Company in respect of the subscription moneys;

(ii) **net external borrowings** means external borrowings less:

- (a) cash at bank and liquid resources; and
- (b) any other assets which would be included in short term investments,

in each case as shown in a consolidated balance sheet of the Group prepared on the date of the relevant circulation in accordance with the principles with which the then latest audited balance sheet of the Group was prepared;

(iii) **external borrowings** does not include:

- (a) borrowings owing by one member of the Group to another member of the Group;
- (b) borrowings incurred by any member of the Group for the purpose of repaying within six months of the borrowing the whole or any part of any borrowings of that or any other member of the Group outstanding at the relevant time, pending their application for that purpose within that period;
- (c) borrowings incurred by any member of the Group for the purpose of financing any contracts in respect of which any part of the price receivable under the contract by that or any other member of the Group is guaranteed or insured by the Export Credits Guarantee Department of the Department for Business Enterprise & Regulatory Reform or by any other governmental department or agency fulfilling a similar function, up to an amount equal to that part of the price receivable under the contract which is so guaranteed or insured;
- (d) borrowings of, or amounts secured on assets of, an undertaking which became a member of the Group after the date as at which the latest

audited balance sheet was prepared, to the extent their amount does not exceed their amount immediately after it became such a member;

- (e) the minority proportion of moneys borrowed by a partly-owned subsidiary undertaking and not owing to another member of the Group equal to the proportion of the issued equity share capital of the subsidiary undertaking which is not attributable directly or indirectly to the Group, and in the case of money borrowed and owing to a partly-owned subsidiary undertaking by another partly-owned subsidiary undertaking the proportion which would otherwise be taken into account under this sub-paragraph shall be reduced by excluding such part of it as is equal to the proportion of the issued equity share capital of the borrowing subsidiary undertaking which is not attributable, directly or indirectly, to the Company; or
 - (f) borrowings which are for the time being deposited with HM Revenue and Customs and Excise or other body designated by any relevant legislation or order in connection with import deposits or any similar governmental scheme;
- (iv) when the aggregate principal amount of borrowings required to be taken into account on any particular date is being ascertained, any particular borrowing then outstanding which is denominated or repayable in a currency other than sterling shall be notionally converted into sterling at the rate of exchange prevailing in London on the last business day before that date, or if it would result in a lower figure, at the rate of exchange prevailing in London on the last business day six months before that date and so that for these purposes the rate of exchange shall be taken as the spot rate in London recommended by a London clearing bank, selected by the board, as being the most appropriate rate for the purchase by the Company of the currency in question for sterling on the day in question;
- (v) if the amount of the adjusted capital and reserves is being calculated in connection with a transaction involving a company becoming or ceasing to be a member of the Group, the amount is to be calculated as if the transaction had already occurred;
- (vi) **audited balance sheet** means the audited balance sheet of the Company prepared for the purposes of the Companies Acts for a financial year unless an audited consolidated balance sheet dealing with the state of affairs of the Group required to be dealt with in group accounts has been prepared for those purposes for the same financial year, in which case it means that audited consolidated balance sheet, and in that case all references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively;
- (vii) the Company may from time to time change the accounting convention on which the audited balance sheet is based provided that any new convention adopted complies with the requirements of the Companies Acts; if the Company should prepare its primary audited balance sheet on the basis of one convention, but a supplementary audited balance sheet on the basis of another, the primary audited balance sheet shall be taken as the audited balance sheet;
- (viii) the **Group** means the Company, its subsidiaries and any other entity the accounts of which are required to be consolidated with the accounts of the Company and its subsidiaries;

- (ix) the **minority proportion** means a proportion equal to the proportion of the issued share capital of a partly-owned member of the Group which is not attributable to a member of the Group;
- (x) a certificate or report by the auditors as to the amount of the adjusted capital and reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of that amount or of that fact;
- (xi) no person dealing with the Company or any of its subsidiaries shall by reason of the provisions of Article 151(B) be concerned to see or enquire whether the limit referred to therein 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 the security was given express notice that the limit hereby had been or would thereby be exceeded;
- (xii) the board shall be deemed not to be in breach of the provisions of Article 151(B)(iii)(f) by reason of the borrowing restriction being exceeded immediately after and as a result of any new audited consolidated balance sheet being laid before the members in general meeting when immediately prior to such general meeting the borrowing restriction had not been exceeded by reference to the immediately preceding audited consolidated balance sheet but in such circumstances the board shall ensure that by not later than three months after the date of such general meeting the Company has sanctioned such excess borrowing by ordinary resolution or the aggregate amount of borrowed moneys remaining outstanding has been reduced to an amount not exceeding the borrowing restriction.

Proceedings of the Board

- | | |
|---------------------------|---|
| Convening meetings | <p>152. Subject to the provisions of these Articles, the board may regulate its proceedings as it thinks fit. A director may, and the secretary at the request of a director shall, call a meeting of the board. Notice of a board meeting shall be deemed to be properly sent to a director if it is given to him personally or by word of mouth or sent by instrument to him, at his last known address or such other address (if any) as may for the time being be notified by him or on his behalf to the Company for that purpose, or sent in electronic form to such address (if any) for the time being notified by him or on his behalf to the Company for that 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 absence be sent by instrument to him at such address (if any) for the time being notified by him or on his behalf to the Company for that purpose, or sent in electronic form to such address (if any) for the time being notified by him or on his behalf to the Company for that purpose, but such notices need not be sent any earlier than notices sent to directors not so absent and, if no such request is made to the board, it shall not be necessary to send notice of a board meeting to any director who is for the time being absent from the United Kingdom. No account is to be taken of directors absent from the United Kingdom when considering the adequacy of the period of notice of the meeting. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. Any director may waive notice of a meeting and any such waiver may be retrospective.</p> |
| Quorum | <p>153. The quorum 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, provided that no meeting at which any resolution is proposed relating to the issue or allotment of shares shall be quorate unless the Chief Executive or Managing Director of the Company for the time being is present. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. 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 director objects.</p> |

- Power of directors if number falls below minimum** 154. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting. If there are no directors or director able or willing to act, then any two members (excluding any member holding shares as treasury shares) may summon a general meeting for the purpose of appointing directors.
- Chairman and deputy chairman** 155. The board may appoint one of their number to be the chairman, and one of their number to be the deputy chairman (or two or more deputy chairmen), of the board and may determine the period for which each is to hold office, and may at any time remove either of them from such office. Unless he is unwilling to do so, the director appointed as chairman, or in his stead the director appointed as deputy chairman, shall preside at every meeting of the board at which he is present. If at any time there is more than one deputy chairman, the right of absence of the chairman to preside at a meeting of the board or of the Company shall be determined as between the deputy chairmen present by seniority in length of appointment or otherwise as resolved by the board. If there is no director holding either of those offices, or if neither the chairman nor the deputy chairman is willing to preside or neither of them is present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- Validity of acts of the board** 156. All acts done by a meeting of the board, or of a committee of the board, or by a person acting as a director or alternate director, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or any member of the committee or alternate director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or, as the case may be, an alternate director and had been entitled to vote.
- Resolutions in writing** 157. A resolution in writing executed by all the directors entitled to vote thereon (not being less than the number of directors required to form a quorum of the board) shall be as valid and effective as if it had been passed at a meeting of the board or (as the case may be) a committee of the board duly convened and held. For this purpose:
- (A) a resolution may be by means of an instrument or in electronic form sent to such address (if any) for the time being notified by the Company for that purpose;
 - (B) a resolution may consist of several instruments or several communications in electronic form, each executed by one or more directors, or a combination of both;
 - (C) a resolution executed by an alternate director need not also be executed by his appointor; and
 - (D) a resolution executed by a director who has appointed an alternate director need not also be executed by the alternate director in that capacity.
- Meetings by telephone etc.** 158. Without prejudice to the first sentence of Article 152, a person entitled to be present at a meeting of the board or of a committee of the board shall be deemed to be present for all purposes if he is able (directly or by telephonic communication) to speak to and be heard by all those present or deemed to be present simultaneously. A director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. A temporary break in the communication link will not invalidate the meeting. Such a meeting shall be deemed to take place where it is convened to be held or (if no director is present in that place) where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is. The word **meeting** in these Articles shall be construed accordingly.

Secretary

Appointment
of secretary
and deputy
secretaries

159. (A) Subject to the provisions of the Companies Acts, the secretary shall be appointed by the board for such term, at such remuneration and on such conditions as it may think fit. Any secretary so appointed may be removed by the board.
- (B) The board may also appoint one or more deputy secretaries or joint, assistant or acting secretaries for such term and upon such conditions as it thinks fit; any deputy, joint, assistant or acting secretary so appointed may be removed by the board.
- (C) Any provision of the Companies Acts or these Articles requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the secretary.

Authentication of Documents

Authentication
and
certification of
copies and
extracts

160. Any director or the secretary or any other person appointed by the board for the purpose shall have power to authenticate and certify as true copies of and extracts from:
- (A) any document comprising or affecting the constitution of the Company, whether in physical form or electronic form;
- (B) any resolution passed by the Company, the holders of any class of shares in the capital of the Company, the board or any committee of the board, whether in physical form or electronic form; and
- (C) any book, record, document or account relating to the business of the Company, whether in physical form or electronic form (including without limitation the accounts).

If certified in this way, a document purporting to be a copy of a resolution, or the minutes or an extract from the minutes of a meeting of the Company, the holders of any class of shares in the capital of the Company, the board or a committee of the board, whether in physical form or electronic form, shall be conclusive evidence in favour of all persons dealing with the Company in reliance on it or them that the resolution was duly passed or that the minutes are, or the extract from the minutes is, a true and accurate record of proceedings at a duly constituted meeting.

Minutes

Minutes
required to be
kept

161. The board shall cause minutes to be made in books kept for the purpose of:
- (A) all appointments of officers made by the board; and
- (B) all proceedings at meetings of the Company, the holders of any class of shares in the capital of the Company, the board and committees of the board, including the names of the directors present at each such meeting.

Conclusive-
ness of
minutes

162. Any such minutes, if purporting to be executed by the chairman of the meeting to which they relate or of the meeting at which they are read, shall be sufficient evidence of the proceedings at the meeting without any further proof of the facts stated in them.

The Seal

Authority
required for
execution of
deeds

163. Any instrument executed under seal shall be signed by at least one director and the secretary or by at least two directors, unless otherwise determined by a resolution of the board. Any instrument may be executed under the seal by impressing the seal by mechanical means or by printing the seal or a facsimile of it on the instrument or by applying the seal or a facsimile

of it by any other means to the instrument. An instrument executed by a director and the secretary or by two directors or by one director in the presence of a witness who attests the signature and in any such case expressed (in whatever form of words) to be executed by the Company has the same effect as if executed under the seal.

- Certificates for shares and debentures** 164. The board may by resolution determine either generally or in any particular case that any certificate for shares or debentures or representing any other form of security may have any signature affixed to it by some mechanical or electronic means, or printed on it or, in the case of a certificate executed under the seal, need not bear any signature.
- Official seal** 165. The Company may have an official seal kept by virtue of the Companies Acts.

Registers

- Overseas and local registers** 166. Subject to the provisions of the Companies Acts and the Uncertificated Securities Regulations, the Company may keep an overseas or local or other register in any place, and the board may make, amend and revoke any regulations it thinks fit about the keeping of that register.

Reserves

- Power of board to set aside and apply reserves** 167. The board may from time to time set aside out of the profits of the Company and carry to reserve such sums as it thinks proper which, at the discretion of the board, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The board may divide the reserve into such special funds as it thinks fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The board may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same the board shall comply with the provisions of the Companies Acts.

Subject to the provisions of the Companies Acts and the Uncertificated Securities Regulations, where any asset, business or property is bought by the Company as from a past date the profits and losses thereof as from such date may at the discretion of the board in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the board be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.

Dividends

- Declaration of dividends** 168. 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.
- Interim dividends** 169. Subject to the provisions of the Companies Acts, the board may pay such interim dividends as appear to the board to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by the board whenever the financial position of the Company, in the opinion of the board, justifies its payment. If the board acts in good faith, it shall not incur any liability to the holders of any shares for any loss they may suffer in consequence of the payment of an interim or fixed dividend on any other class of shares ranking *pari passu* with or after those shares.
- Apportionment of dividends and payment in different currencies** 170. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (A) 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;

- (B) 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 but if any share is allotted or issued on terms providing that it shall rank for dividends as from a particular date, that share shall rank for dividend accordingly; and
- (C) dividends may be declared or paid in any currency.

The board shall decide, in accordance with Article 173, the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

Dividends to be paid only out of distributable profits

171. No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Companies Acts.

Waiver of dividends

172. The waiver in whole or in part of any dividend on any share by any document (whether or not executed as a deed) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company and if and to the extent that the same is accepted as such or acted upon by the Company.

Currency exchange rate for non-sterling dividends

173. (A) The board may in its discretion make provisions to enable such approved depositaries and/or members as the board shall from time to time determine to receive dividends duly declared in a currency or currencies other than sterling. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the foreign currency equivalent of any sum payable as a dividend shall be such market rate selected by the board as it shall consider appropriate prevailing at the close of business in London on the date which is the business day last preceding:

(i) in the case of a dividend to be declared by the Company in general meeting, the date on which the board publicly announces its intention to recommend that dividend; and

(ii) in the case of any other dividend, the date on which the board publicly announces its intention to pay that dividend.

(B) Where an approved depositary has elected or agreed to receive dividends in a foreign currency, the board may in its discretion approve the entering into of arrangements with the approved depositary to enable payment of the dividend in such foreign currency for value on the date on which the relevant dividend is paid, or on such other date as the board may determine.

Board may deduct amounts due to Company

174. The board may deduct from any dividend or other moneys payable to a member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company. Sums so deducted can be used to pay amounts owing to the Company in respect of the shares. The board may also retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares herein before contained entitled to become a member, or which any person is under those provisions entitled to transfer until such person shall become a member in respect of such shares or shall transfer the same.

Dividends do not bear interest

175. 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.

Method of payment of dividends

176. (A) Any dividend or other sum payable in cash by the Company in respect of a share may be paid by cheque, warrant or similar financial instrument sent by post addressed to

the holder at his registered address or, in the case of an approved depository (subject to the approval of the board), to such persons and addresses as the approved depository may notify or, in the case of joint holders, addressed to the holder whose name stands first in the register in respect of the shares at his address as appearing in the register or addressed to such person and at such address as the holder or joint holders may in writing direct.

- (B) Every cheque, warrant or similar financial instrument shall, unless the holder or joint holders otherwise direct, be made payable to the holder or, in the case of joint holders, to the holder whose name stands first on the register in respect of the shares, and shall be sent at his or their risk and payment of the cheque, warrant or similar financial instrument by the financial institution on which it is drawn shall constitute a good discharge to the Company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means including, in respect of uncertificated shares, by means of the facilities and requirements of a relevant system and to or through such person as the holder or joint holders may in writing direct and the Company may agree, and the making of such payment shall be a good discharge to the Company and the Company shall have no responsibility for any sums lost or delayed in the course of payment by any such system or other means or where it has acted on any such directions, and accordingly payment by any such system or other means shall constitute a good discharge to the Company.
- (C) Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares held by them. Where a person is entitled by transmission to a share, any dividend or other sum payable by the Company in respect of the share may be paid as if he were a holder of the share and his address noted in the register were his registered address and where two or more persons are so entitled, any one of them may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares.

Cessation of dividend payments to lost members

177. 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 holder. Subject to the provisions of these Articles, the Company must recommence sending cheques, warrants or similar financial instruments or employing such other means in respect of dividends payable on those shares if the holder or person entitled by transmission requests such recommencement in writing.

Unclaimed dividends

178. 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 six years from the date when it was declared or became due for payment shall be forfeited and shall revert to the Company unless the board decides otherwise 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. The entitlement conferred on the Company by this Article in respect of any member shall cease if the member claims a dividend or cashes a dividend warrant or cheque.

Dividends in specie

179. Any general meeting declaring a dividend may, upon the recommendation of the board, by ordinary resolution direct that it shall be satisfied wholly or partly by the distribution of assets,

and in particular of paid up shares or debentures of any other company, and where any difficulty arises in regard to the distribution the board may settle it as it thinks expedient, and in particular may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets or any part thereof to be distributed and may determine that cash shall be paid to any members upon the footing of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as may seem expedient to the board.

Dividend
reinvestment
plans

180. The board may from time to time make available to members the opportunity to participate in a dividend reinvestment plan or similar scheme.

Capitalisation of Reserves

Power to
capitalise

181. 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 standing to the credit of any reserve or fund (including the profit and loss account, any share premium account, capital redemption reserve or other undistributable reserve) at the relevant time whether or not the same is available for distribution and accordingly that the amount to be capitalised be set free for distribution among the members or any class of members who would be entitled to it if it were distributed by way of dividend and in the same proportions, on the footing that it is applied either in or towards paying up the amounts unpaid at the relevant time on any shares in the Company held by those members respectively or in paying up in full 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) a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in paying up shares of the Company in full; and
- (B) where the amount capitalised is applied in paying up shares in full, the Company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of members to the distribution will be calculated accordingly.

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 and the agreement shall be binding on those persons.

Arrangements
for distribution
of capitalised
reserves

182. Where any difficulty arises in regard to any distribution of any capitalised reserve or fund 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.

Scrip
dividends:
authorising
resolution

183. The board may, if authorised by an ordinary resolution of the Company (the **Resolution**), offer any holder of shares the right to elect to receive shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the board) of all or any dividend specified by the Resolution. The offer shall be on the terms and conditions and be made in the manner specified in Article 184 or, subject to those provisions, specified in the Resolution.

Scrip
dividends:
procedures

184. The following provisions shall apply to the Resolution and any offer made pursuant to it and Article 183:

Calls in arrears

- (A) The Resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period.

- (B) Each holder of shares shall be entitled to that number of new shares as are together as nearly as possible equal in value to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forgo (each a **new share**). For this purpose, the value of each new share shall be:
- (i) equal to the **average quotation** for the Company's ordinary shares, that is, the average of the middle market quotations for those shares on the London Stock Exchange plc, as derived from the Daily Official List, on the day on which such shares are first quoted ex the relevant dividend and the five subsequent dealing days; or
 - (ii) calculated in any other manner specified by the Resolution,
- but shall never be less than the par value of the new share.
- A certificate or report by the auditors as to the value of a new share in respect of any dividend shall be conclusive evidence to that value.
- (C) On or as soon as practicable after announcing that any dividend is to be declared or recommended, the board, if it intends to offer an election in respect of that dividend, shall also announce that intention. If, after determining the basis of allotment, the board decides to proceed with the offer, it shall notify the holders of shares of the terms and conditions of the right of election offered to them, specifying the procedure to be followed and place at which, and the latest time by which, elections or notices amending or terminating existing elections must be delivered in order to be effective.
- (D) The board in its absolute discretion and notwithstanding that such right of election has been offered to the ordinary shareholders, withdraw such offer by notice in writing to the shareholders and such withdrawal shall release the Company without any liability to compensate or otherwise from any obligation to settle by way of additional shares all or any part of a dividend in respect of which election to receive shares has been made prior to the date such notice of withdrawal was received.
- (E) The board shall not proceed with any election unless the Company has sufficient shares available for issue and sufficient reserves or funds that may be appropriated to give effect to it after the basis of allotment is determined.
- (F) The board may exclude from any offer any holders of shares where the board believes the making of the offer to them would or might involve the contravention of the laws of any territory or that for any other reason the offer should not have been made to them.
- (G) The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable in cash on shares in respect of which an election has been made (the **elected shares**) and instead such number of new shares shall be allotted to each holder of elected shares as is arrived at on the basis stated in Article 184(B). For that purpose the board shall appropriate out of any amount for the time being standing to the credit of any reserve or fund (including without limitation the profit and loss account), whether or not it is available for distribution, a sum equal to the aggregate nominal amount of the new shares to be allotted and apply it in paying up in full the appropriate number of new shares for allotment and distribution to each holder of elected shares as is arrived at on the basis stated in Article 184(B).
- (H) The new shares when allotted shall rank equally in all respects with the fully paid shares of the same class then in issue except that they shall not be entitled to participate in the relevant dividend and Article 172 shall apply *mutatis mutandis* to any capitalisation made pursuant to this Article.
- (I) No fraction of a share shall be allotted. The board may make such provision as it thinks fit for any fractional entitlements including without limitation payment in cash to holders in respect of their fractional entitlements, provision for the accrual, retention or

accumulation of all or part of the benefit of fractional entitlements to or by the Company or to or by or on behalf of any holder or the application of any accrual, retention or accumulation to the allotment of fully paid shares to any holder.

- (J) The board may do all acts and things it considers necessary or expedient to give effect to the allotment and issue of any share pursuant to this Article or otherwise in connection with any offer made pursuant to this Article and may authorise any person, acting on behalf of the holders concerned, to enter into an agreement with the Company providing for such allotment or issue and incidental matters. Any agreement made under such authority shall be effective and binding on all concerned.
- (K) The board may, at its discretion, amend, suspend or terminate any offer pursuant to this Article.
- (L) In relation to any particular proposed dividend the board may in its absolute discretion decide:
 - (i) that the shareholders shall not be entitled to make any election in respect thereof and that any election previously made shall not extend to such dividend; or
 - (ii) at any time prior to the allotment of the shares which would otherwise be allotted in lieu thereof, that all elections to take shares in lieu of such dividend shall be treated as not applying to that dividend, and if so the dividend shall be paid in cash as if no elections had been made in respect of it.

Record Dates

Record dates for dividends etc.

185. Notwithstanding any other provision of these Articles, the Company or the board may:
- (A) fix any date as the record date for any dividend, distribution, allotment or issue, which 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 (and the power to fix any such record date shall include the power to fix a time on the chosen date) but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any such shares;
 - (B) for the purpose of determining which persons are entitled to attend and vote at a general meeting of the Company, or a separate general meeting of the holders of any class of shares in the capital of the Company, and how many votes such persons may cast, specify in the notice of meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting; changes to the register after the time specified by virtue of this Article 185(B) shall be disregarded in determining the rights of any person to attend or vote at the meeting; and
 - (C) for the purpose of sending notices of general meetings of the Company, or separate general meetings of the holders of any class of shares in the capital of the Company, under these Articles, determine that persons entitled to receive such notices are those persons entered on the register at the close of business on a day determined by the Company or the board, which day may not be more than 21 days before the day that notices of the meeting are sent.

Accounts and Accounting Records

Accounting records to be kept

186. The board shall cause to be kept 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 Companies Acts.

- Rights to inspect records** 187. No member shall (as such) have any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the board or by ordinary resolution of the Company or order of a court of competent jurisdiction.
- Sending of annual accounts** 188. Subject to the Companies Acts, a copy of the Company's annual accounts, together with a copy of the directors' report for that financial year and the auditors' report on those accounts shall, at least 21 clear days before the date of the meeting at which copies of those documents are to be laid in accordance with the provisions of the Companies Acts, be sent to every member and to every holder of the Company's debentures of whose address the Company is aware, and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Companies Acts or of these Articles or, in the case of joint holders of any share or debenture, to one of the joint holders. Any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the office.
- Summary financial statements** 189. Subject to the Companies Acts, the requirements of Article 188 shall be deemed satisfied in relation to any person by sending to the person, instead of such copies, a summary financial statement derived from the Company's annual accounts and the directors' report, which shall be in the form and containing the information prescribed by the Companies Acts and any regulations made under the Companies Acts.

Auditors

- Validity of acts** 190. Subject to the provisions of the Companies Acts, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.
- Rights of auditors** 191. The auditor shall be entitled to attend any general meeting 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 him as auditor.

Communication with Members

- Methods of communication: hard copy and electronically** 192. (A) The Company may, subject to and in accordance with the Companies Acts and these Articles, send or supply all types of notices, documents or information to members in hard copy form, by electronic means and/or by making such notices, documents or information available on a website.
- (B) The company communications provisions have effect, subject to the provisions of Articles 192 to 194, for the purposes of any notices, documents or information to be sent or supplied by the Company to its members.
- (C) Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient on the second business day (or, where first class mail is not employed, on the fifth business day) after the time it was posted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted.
- (D) Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient 24 hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed.

- (E) Any notice, document or information which is sent or supplied by the Company by means of a website shall be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- (F) The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.
- (G) The provisions of this Article shall have effect in place of the company communications provisions relating to deemed delivery of notices, documents or information.

Joint holders 193. Anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the register in respect of the share. Any notice, document or information which is authorised or required to be sent or supplied to joint holders of a share may be sent or supplied to the joint holder whose name stands first in the register in respect of the share, to the exclusion of the other joint holders. For such purpose, a joint holder having no registered address in the United Kingdom and not having supplied an address within the United Kingdom for the service of notices may, subject to the Companies Acts, be disregarded. The provisions of this Article shall have effect in place of the company communications provisions regarding joint holders of shares.

Persons entitled by death, bankruptcy, etc. 194. A person who claims to be entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law shall supply to the Company (A) such evidence as the board may reasonably require to show his title to the share, and (B) an address at which notices may be sent or supplied to such person, whereupon he shall be entitled to have sent or supplied to him at such address any notice, document or information to which the said member would have been entitled. Any notice, document or information so sent or supplied shall for all purposes be deemed to be duly sent or supplied to all persons interested (whether jointly with or as claiming through or under him) in the share. Save as provided in these Articles, any notice, document or information sent or supplied to the address of any member in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt or in liquidation, and whether or not the Company has notice of his death or bankruptcy or liquidation, be deemed to have been duly sent or supplied in respect of any share registered in the name of such member as sole or first-named joint holder. The provisions of this Article shall have effect in place of the company communication provisions regarding the death or bankruptcy of a holder of shares in the Company.

Members located overseas 195. Subject to the Companies Acts, the Company shall not be required to send notices, documents or information to a member who (having no registered address within the United Kingdom) has not supplied to the Company a postal address within the United Kingdom for the service of notices.

Suspension of postal services 196. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable to give notice by post in hard copy form of a shareholders' meeting, a shareholders' meeting may be convened by:

- (A) a notice advertised on the same date on its website and in at least two national daily newspapers with appropriate circulation; and
- (B) giving notice in electronic form to those members who, in accordance with the Companies Acts, the Company is able to give notice by electronic means,

and such notice shall be deemed to have been duly served on all members entitled thereto on the day when the advertisement appears or is available on the website. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to

the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

Companies
Acts override

197. Nothing in any of Articles 192 to 196 inclusive shall affect any provision of the Companies Acts that requires or permits any particular notice, document or information to be sent or supplied in any particular manner.

Electronic
authentication

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

Destruction of Documents

Power to
destroy
documents

199. The Company shall be entitled to destroy:

- (A) all instruments of transfer of shares which have been registered, and all other documents on the basis of which any entry is made in the register, at any time after the expiration of six years from the date of registration;
- (B) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, at any time after the expiration of two years from the date of recording;
- (C) all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation;
- (D) all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment;
- (E) all proxy appointments which have been used for the purpose of a poll at any time after the expiration of one year from the date of use; and
- (F) all proxy appointments which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the proxy appointment relates and at which no poll was demanded.

Presumption in
relation to
destroyed
documents

200. It shall conclusively be presumed in favour of the Company that:

- (A) every entry in the register purporting to have been made on the basis of an instrument of transfer or other document destroyed in accordance with Article 199 was duly and properly made;
- (B) every instrument of transfer destroyed in accordance with Article 199 was a valid and effective instrument duly and properly registered;
- (C) every share certificate destroyed in accordance with Article 199 was a valid and effective certificate duly and properly cancelled; and
- (D) every other document destroyed in accordance with Article 199 was a valid and effective document in accordance with its recorded particulars in the books or records of the Company,

but:

- (E) the provisions of this Article and Article 199 apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties) to which the document might be relevant;
- (F) nothing in this Article or Article 199 shall be construed as imposing on the Company any liability in respect of the destruction of any document earlier than the time specified in Article 199 or in any other circumstances which would not attach to the Company in the absence of this Article or Article 199; and
- (G) any reference in this Article or Article 199 to the destruction of any document includes a reference to its disposal in any manner.

Winding up

- | | | |
|--|-----|---|
| Board's power to wind up | 201 | The board shall have the power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up. |
| Liquidator may distribute in specie | 202 | <p>If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Insolvency Act 1986:</p> <ul style="list-style-type: none"> (A) divide among the members (excluding any member holding treasury shares) in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members; (B) vest the whole or any part of the assets in trustees for the benefit of the members; and (C) determine the scope and terms of those trusts, <p>but no member shall be compelled to accept any asset on which there is a liability.</p> |
| Disposal of assets by liquidator | 203 | The power of sale of a liquidator shall include a power to sell wholly or partially for shares or debentures or other obligations of another body corporate, either then already constituted or about to be constituted for the purpose of carrying out the sale. |

Indemnity and Insurance

- | | | |
|--|-----|--|
| Indemnity to directors and officers | 204 | <p>Subject to the provisions of the Companies Acts, but without prejudice to any indemnity to which the person concerned may otherwise be entitled:</p> <ul style="list-style-type: none"> (A) every director, the secretary or other officer (excluding an auditor) of the Company or of an associated company shall be indemnified by the Company against any liability incurred by him in the actual or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office; and (B) any director of a company that is a trustee of an occupational pension scheme for employees of the Company or of an associated company may be indemnified by the Company against liability incurred in connection with the company's activities as trustee of the scheme, <p>provided that this Article 204 shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article 204, or any element of it, to be treated as void under the 2006 Act or otherwise under the Companies Acts.</p> |
| | 205 | Except to the extent prohibited or restricted by the Companies Acts, the board may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability incurred by him in respect of any act or omission in the actual or purported discharge of his duties or in the exercise or purported exercise of his |

powers or otherwise in relation to his holding of a relevant office; and for this purpose **relevant office** means that of director, secretary or other officer (excluding an auditor) or employee in relation to the Company or any company which is or was a subsidiary undertaking of or associated with the Company or any predecessor in business of the Company or any such subsidiary undertaking or associated company, or that of trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of the Company or such subsidiary undertaking or associated company.