

Company No: 06690180

**THE COMPANIES ACTS 1985 TO 2006**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**(adopted pursuant to a special resolution passed on 7 November 2008)**

**of**

**JSJS DESIGNS PLC**

**PRELIMINARY**

**1. EXTENT OF ARTICLES**

No regulations for the management of the Company set out in any schedule or otherwise contained or incorporated in any statute or other instrument having statutory force shall apply to the Company and the following shall be the Articles of the Company

**2. DEFINITIONS AND INTERPRETATION**

2.1 In these Articles, the words and expressions set out in the first column below shall have the meanings set opposite to them respectively (if such meaning is not inconsistent with the subject or context in which the word or expression is used):

**"the Act"** the Companies Act 1985 and, to the extent that such provisions are in force, the Companies Act 2006 (including any modifications or re-enactments for the time being in force);

**"Address"** in relation to Electronic Communications includes any number or address used for the purposes of such communications;

**"these Articles"** these Articles of Association as from time to time altered;

**"Associate"** (a) in relation to a body corporate, means a Director of that body corporate or a body corporate which is a member of the same group as that body corporate; and

(b) in relation to an individual, the following persons shall be regarded as Associates of each other, namely:

(i) any individual and that individual's husband or

wife and any relative, or husband or wife of a relative of that individual or of that individual's husband or wife;

- (ii) any individual and any body corporate of which that individual is a Director;
- (iii) any person in his capacity as trustee of a settlement and the settler or grantor and any person associated with the settler or grantor;
- (iv) persons carrying on business in partnership and the husband or wife and relatives of any of them;
- (v) any two or more persons acting together to secure or exercise control of a body corporate or other association or to secure control of any enterprise or assets;

<b>"Board"</b>	the board of Directors from time to time of the Company or the Directors present at a duly convened meeting of the Directors at which a quorum is present;
<b>"clear days"</b>	in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>"Company"</b>	JSJS Designs PLC;
<b>"Communication"</b>	includes a communication comprising images and a communication effecting a payment;
<b>"Control"</b>	<p>(a) in relation to a body corporate, a person controls a body corporate if:</p> <ul style="list-style-type: none"><li>(i) he has a controlling interest in the body; or</li><li>(ii) (although not having such an interest in the body) he is able, by virtue of the holding of shares or the possession of voting power in or in relation to the body or any other body corporate, to secure that the affairs of the body are conducted in accordance with his wishes; or</li><li>(iii) he has the power, by virtue of any powers conferred by the articles of association or other document regulating the body or any other body corporate, to secure that the affairs of the body are so conducted;</li></ul> <p>and for this purpose a person has a controlling interest in a body corporate if he holds, or is</p>

	beneficially entitled to more than 50 per cent of the equity share capital in that body, or possesses more than 50 per cent of the voting power in it;
	(b) in relation to any body other than a body corporate, means the power of a person to secure, by virtue of the rules regulating that or any other body, that the affairs of the first mentioned body are conducted in accordance with the wishes of that person;
<b>"Director"</b>	a director for the time being of the Company;
<b>"Electronic Communication"</b>	means a Communication in Electronic Form and any other form of electronic communication as defined by the Electronic Communications Act 2000;
<b>"Electronic Form"</b> and <b>"Electronic Means"</b>	have the meanings given to them in Section 1168 of the Act
<b>"holder"</b>	in relation to shares the Member whose name is entered in the Register as a holder of those shares;
<b>"ICSA Guidelines"</b>	means the statements recommended best practice in the memorandum headed "ICSA Guidance on Electronic Communications with Shareholders 2006" published by the Institute of Chartered Secretaries and Administrators in 2007 and any Modification, extension or replacement for the time being in force;
<b>"the London Stock Exchange"</b>	London Stock Exchange Limited
<b>"Member"</b>	a member of the Company whose name is entered in the Register;
<b>"month"</b>	calendar month;
<b>"Office"</b>	the registered office of the Company for the time being;
<b>"Ordinary Shares"</b>	ordinary shares of [10]p each in the capital of the Company;
<b>"paid"</b>	paid or credited as paid;
<b>"present in person"</b>	includes the presence of a company by a duly authorised representative;
<b>"Recognised Person"</b>	a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange who is designated for the purposes of Section 778 of the Act;

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|-----------------------------|---|
| <b>"Register"</b>           | the register of members of the Company;   |
| <b>"Regulations"</b>        | means the Uncertificated Securities Regulations 2001 as amended or replaced from time to time and any subordinate legislation or rules made under them for the time being in force. |
| <b>"Seal"</b>               | the Common Seal of the Company;   |
| <b>"Securities Seal"</b>    | an official seal kept by the Company by virtue of Section 40 of the Act;  |
| <b>"share warrant"</b>      | a warrant to bearer in respect of shares of the Company, issued by the Company;   |
| <b>"Shares"</b>             | shares of any class in the capital of the Company;  |
| <b>"Statutes"</b>           | every statute (including any orders, regulations or other subordinate legislation made under them) for the time being in force concerning companies and affecting the Company;      |
| <b>"Transfer Office"</b>    | the place where the Register is kept for the time being;  |
| <b>"the United Kingdom"</b> | Great Britain and Northern Ireland;   |
| <b>"in writing"</b>         | written or produced by any substitute for writing or partly one and partly another;   |
| <b>"year"</b>               | calendar year;  |
- 2.2 The expressions "debenture" and "debenture holder" shall respectively include "debenture stock" and "debenture stockholder".
- 2.3 The expressions "recognised clearing house" and "recognised investment exchange" shall mean any clearing house or any investment exchange granted recognition under the Financial Services Act 1986.
- 2.4 The expression "Secretary" shall include any person appointed by the Directors to perform any of the duties of the Secretary including, but not limited to, a joint, assistant or deputy Secretary.
- 2.5 The words "shareholder" and "holder" shall include (subject to the provisions of these Articles and except where the context in which such word is used requires otherwise) the bearer of any share warrant.
- 2.6 Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations.
- 2.7 References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment of the same for the time being in force (whether coming into force before or after the adoption of these Articles).

- 2.8 Any words or expressions defined in the Act shall (subject as set out in the preceding provisions of this Article) have the same meanings in these Articles (if such meaning is not inconsistent with the subject or the context in which the word or expression is used).
- 2.9 A special resolution shall be effective for any purpose for which an ordinary resolution is required under these Articles.

## **SHARE CAPITAL**

### **3. AMOUNT**

- 3.1 The authorised share capital of the Company at the date of the adoption of these Articles is £[1,000,000] divided into [10,000,000] Ordinary Shares of [10]p each.
- 3.2 Subject to the provisions of the Statutes, to these Articles and to any rights attached to any other Shares, any Share may be issued with such rights or restrictions as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Board may determine) including shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder in accordance with the terms of issue.

## **VARIATION OF RIGHTS**

### **4. MANNER OF VARIATION OF RIGHTS**

- 4.1 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any class may, subject to the provisions of the Statutes and these Articles, be varied or abrogated either with the consent in writing of the holders of at least three-quarters in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class (but not otherwise) to which the provisions of Section 334 of the Companies Act 2006 shall apply (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up.
- 4.2 The preceding provisions of this Article shall apply to the variation or abrogation of the rights attached to some only of the shares of any class as if the shares concerned and the remaining shares of such class formed two separate classes, the rights of which are in each case to be varied.
- 4.3 The rights attached to any class of shares shall not, unless otherwise expressly provided in the rights attached to, or the terms of issue of, such shares, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in no respect in priority to them or by the purchase or redemption by the Company of its own shares in accordance with the provisions of the Statutes and these Articles.

## **ALTERATION OF SHARE CAPITAL**

### **5. INCREASE OF SHARE CAPITAL**

The Company may from time to time by ordinary resolution increase its capital by such sum to be divided into Shares of such amounts as the resolution shall prescribe. All new Shares shall be subject to the provisions of the Statutes and of these Articles in relation to allotment, payment of calls, lien, transfer, transmission, forfeiture and other matters.

## **6. CONSOLIDATION, SUBDIVISION AND CANCELLATION**

- 6.1 The Company may by ordinary resolution:
- 6.1.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - 6.1.2 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 capital by the amount of the shares so cancelled;
  - 6.1.3 sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject to the provisions of the Statutes). The resolution providing for the sub-division of any share may also provide that, as between the holders of the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares.
- 6.2 Where any difficulty arises in relation to any consolidation or sub-division under Article 6.1, the Directors may settle the same as they think expedient and in particular may make such provision as they think fit for any fractional entitlements which may or would arise, including arrangements under which fractional entitlements are disregarded or the benefit of the same accrues to the Company rather than to the members concerned.

## **7. PURCHASE OF OWN SHARES**

- 7.1 Subject to the provisions of the Statutes and to any rights for the time being attached to any shares and to any confirmation or consent required by law, the Company may purchase, or may enter into a contract under which it will or may purchase, any of its own shares of any class (including any redeemable shares);
- 7.2 Neither the Company nor the Board shall be required to select the shares to be purchased rateably or in any other particular manner as between the holders of, or persons entitled by transmission to, shares of the same class or as between them and the holders of, or persons entitled by transmission to, shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares.

## **8. REDUCTION OF CAPITAL**

Subject to the provisions of the Act and to any rights for the time being attached to any shares and to any confirmation or consent required by law, the Company may by special resolution reduce its share capital or any capital redemption reserve, share premium account or other undistributable reserve in any way.

## **SHARES**

## **9. RIGHTS ATTACHING TO SHARES ON ISSUE**

- 9.1 Without restricting or reducing in any way any special rights previously conferred on the holders of any Shares or class of shares for the time being in issue, any Share in the Company may be issued at any time with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital,

voting or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Directors may determine).

- 9.2 Subject to the provisions of the Statutes, the Company may issue any shares which are, or at the option of the Company or the holder are liable, to be redeemed.

10. **AUTHORITY TO ALLOT**

10.1 Subject to the authority of the Company in general meeting required by the Statutes, the Directors shall have unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued Shares of the Company (whether forming part of the original or any increased capital) or rights to subscribe for or convert any security into Shares to such persons, at such times and for such consideration and generally upon such terms and conditions with such rights and privileges attached to them and subject to such restrictions as the Directors may determine (but so that no Shares shall be issued at a discount).

10.2 For the purposes of these Articles, a Share in the capital of the Company is deemed paid up (as to its nominal value and any premium on it) in cash, or allotted for cash, if the consideration for the payment up or allotment is cash received by the Company, or is a cheque received by it in good faith which the Directors have no reason for suspecting will not be paid, or is a release of a liability of the Company for a liquidated sum, or is an undertaking to pay cash to the Company at a future date.

11. **COMMISSIONS ON ISSUE OF SHARES**

In addition to all other powers of paying commissions, the Company may exercise the powers conferred by the Statutes of paying commissions to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company. Subject to the provisions of the Statutes, such commission may be satisfied by payment of cash or by the allotment of fully or partly paid Shares or the grant of an option to call for an allotment of Shares or by any combination of such methods. The Company may also on any issue of shares pay such brokerage as may be lawful.

12. **RENUNCIATION OF ALLOTMENT**

The Directors may at any time after the allotment of any Share but before any person has been entered in the Register as the holder of such share recognise a renunciation of the allotment by the allottee in favour of some other person and may give to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

13. **EQUITABLE INTERESTS NOT RECOGNISED**

Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust, nor shall the Company be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as may be provided for by these Articles or by law) any other right in respect of any Share, except an absolute right to the entirety of the same in the registered holder or, in the case of a share warrant, in the bearer of the share warrant for the time being.

**SHARE CERTIFICATES**

14. **GENERAL**

Every share certificate shall be issued under the Seal (or under a Securities Seal or, in the case of shares on a branch register, an official seal for use in the relevant territory) and shall specify the number and class of Shares to which it relates and the amount paid up on such Shares. No certificate shall be issued representing shares of more than one class. No certificate shall normally be issued in respect of shares held by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange;

15. **JOINT HOLDERS**

15.1 Where a Share is held jointly by several persons, the Company shall not be obliged to issue more than one certificate for such Share and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.

15.2 The Company shall not be bound to register more than four persons as the joint holders of any Share.

16. **ISSUE OF SHARE CERTIFICATES**

Any person (subject as provided in Articles 14 and 15) whose name is entered in the Register shall, upon the issue or transfer to him of any shares of any class, be entitled without payment to a certificate for the same (in the case of issue) within one month (or such longer period as the terms of issue shall provide) after allotment or (in the case of a transfer of fully-paid Shares) within 14 days, or (in the case of a transfer of partly-paid Shares) within two months, after the relevant transfer has been lodged.

17. **BALANCE CERTIFICATES**

Where some only of the Shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate issued for the Shares not transferred without payment.

18. **REPLACEMENT OF SHARE CERTIFICATE**

18.1 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 without charge.

18.2 If any member surrenders for cancellation a share certificate representing Shares held by him and requests the Company to issue in lieu two or more share certificates representing such Shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request and may charge to the member any expenses or fees thereby incurred.

18.3 If a share certificate has been damaged or defaced or is alleged to have been lost, stolen or destroyed, a new certificate representing the same Shares may be issued to the holder, upon his request and upon delivery up of the old certificate or (if it is alleged that the old certificate has been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of any exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

18.4 Any such request may be made by any one of the joint holders where the Shares are held jointly by several persons.

## 19. UNCERTIFICATED SECURITIES

19.1 In this article, “the relevant rules” means:

(a) any applicable provision of the Act about the holding, evidencing of title to, or transfer of securities other than in certificated form; and

(b) any applicable legislation, rules or other arrangements made under or by virtue of such provision.

19.2 Subject to the relevant rules, any security or class of securities of the Company may be issued or held on such terms, or in a such a way, that title to it or them is not, or must not be:

(a) evidenced by, or

(b) transferred wholly or partly by means of, a certificate.

19.3 Any provision of the articles which is inconsistent with the relevant rules shall be disregarded.

19.4 Subject to the relevant rules and notwithstanding any provision of the articles, the directors shall have power to take such steps as they think fit in relation to:

19.4.1 the evidencing and transfer of title to uncertificated securities (including any records relating to the holding of such securities);

19.4.2 the conversion of certificated shares into uncertificated securities; or

19.4.3 the conversion of uncertificated shares into certificated securities, with a view to enforcing any person’s rights in relation to such securities, whether under the articles or otherwise.

19.5 Subject to the relevant rules, the Company may by notice to the holder of an uncertificated security require that security to be converted into certificated form to enable it to be dealt with in accordance with the articles.

19.6 Subject to the relevant rules, if:

19.6.1 a security is uncertificated; and

19.6.2 the Directors could, if that security was certificated, require its holder to execute an instrument of transfer, or appoint another person to do so, the Directors may either by notice to the holder of the security require the holder within a specified period to give any instructions necessary to transfer title to it, or appoint any person to take any step necessary to effect such a transfer.

19.7 Subject to the relevant rules, the directors may take any other action which the Directors consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated security or otherwise to enforce a lien in respect of it.

19.7 Unless the Directors otherwise determine, securities which a member holds in uncertificated form shall be treated as separate holdings from any securities which

that member holds in certificated form.

- 19.9 A class of securities shall not be treated as two classes simply because some securities of that class are held in certificated form and others are held in uncertificated form.

## **CALLS ON SHARES**

### **20. POWER TO MAKE CALLS**

The Directors may (subject to the terms of allotment) from time to time make calls as they think fit upon the members in respect of any moneys unpaid on their Shares (whether on account of the nominal value of the shares or, when permitted, in respect of any premium). A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments.

### **21. LIABILITY FOR CALLS**

Each member shall (if he has received at least 14 days' notice specifying the 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. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect of such Share. A call may be revoked or postponed if and as the Directors may determine.

### **22. INTEREST ON OVERDUE AMOUNTS**

If a sum called in respect of a Share is not paid before or on the day specified for payment, the person from whom the sum is due shall pay interest on that sum from the day specified for payment to the time of actual payment at such rate (not exceeding 25 per cent. per annum) as the Directors may determine. The Directors may in any case or cases waive payment of all or part of such interest wholly or in part.

### **23. OTHER SUMS DUE ON SHARES**

Any sum (whether on account of the nominal value of the Share or in respect of any premium) which, by the terms of allotment of a Share, becomes payable upon allotment or at any fixed date shall, for all the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of allotment the same becomes payable. If such sum is not paid, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

### **24. POWER TO DIFFERENTIATE BETWEEN HOLDERS**

The Directors may, on the allotment of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

### **25. PAYMENT OF CALLS IN ADVANCE**

The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the Shares or in respect of any premium) uncalled and unpaid upon the Shares held by him. Such payment in advance of calls shall extinguish, to that extent, the liability upon the Shares in respect of which it is made.

The Company may pay interest at such rate as the member paying such sum and the Directors may agree on the moneys so received (until and to the extent that the same would but for such advance become payable) **PROVIDED THAT** no dividend shall be payable on any amount paid up on a Share in excess of the amount for the time being called up on such Share.

## **FORFEITURE AND LIEN**

### **26. NOTICE ON FAILURE TO PAY A CALL**

26.1 If a member or person entitled to a Share by transmission fails to pay in full any call or instalment of a call on or before the due date for payment, the Directors may, at any time after the due date for payment, serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued on the unpaid amount and any expenses incurred by the Company because of such non-payment.

26.2 The notice shall specify a further day (which must be at least 7 days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made. The notice must also state that, if the amount specified in the notice is not paid as required by the notice, the Shares on which the call has been made will be liable to be forfeited.

### **27. FORFEITURE FOR NON-COMPLIANCE**

If the requirements of any notice given under Article 25 are not complied with, at any time after such non-compliance and before payment has been made of all calls and interest and expenses due in respect of any Share in respect of which such notice has been given, any such Share may be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Share and not actually paid before forfeiture. The Directors may accept a surrender of any Share liable to be forfeited under these Articles.

### **28. DISPOSAL OF FORFEITED SHARES**

Subject to the provisions of the Statutes, a Share which has been forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before such forfeiture or surrender, the holder of or entitled to the same or to any other person upon such terms and in such manner as the Directors may think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered Share to any such other person. Any Share not disposed of within a period of three years from the date of its forfeiture shall be cancelled in accordance with the provisions of the Act. At any time before a sale, re-allotment or disposal, the forfeiture or surrender may be cancelled on such terms as the Directors think fit. If the forfeited share is an uncertified share, the Directors may do everything necessary to transfer the forfeited share under the Regulations

### **29. HOLDER TO REMAIN LIABLE DESPITE FORFEITURE**

A member or person entitled to a Share by transmission whose Shares have been forfeited or surrendered shall cease to be a member or shall cease to be entitled to be registered as a member in respect of those Shares and shall surrender to the Company for cancellation the certificate for such Shares. Such member shall, despite the forfeiture or surrender, remain liable to pay to the Company all moneys which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the Shares together with interest on such sum at 25 per cent. per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until the date of payment. The Directors may, in their absolute discretion, enforce payment without any allowance for the value of the shares at the time of forfeiture or

surrender or for any consideration received on their disposal or may waive payment in whole or in part.

30. **LIEN ON PARTLY-PAID SHARES**

The Company shall have a first and paramount lien on every Share which is not fully-paid for all moneys (whether then payable or not) called or payable at a fixed time in respect of such Share.

The Directors may waive any lien which has arisen and may resolve that any Share shall, for some limited period, be exempt wholly or partially from the provisions of this Article.

31. **SALE OF SHARES SUBJECT TO LIEN**

31.1 The Company may sell in such manner as the Directors think fit any Share on which the Company has a lien. No sale shall be made unless:

31.1.1 some sum in respect of which the lien exists is then payable; and

31.1.2 a notice in writing has been given to the holder for the time being of the Share or to the person otherwise entitled to the same stating, and demanding payment of, the sum then payable and giving notice of the intention to sell because of the default; and

31.1.3 14 days has expired after the delivery of such notice.

32. **PROCEEDS OF SALE OF SHARES SUBJECT TO LIEN**

The net proceeds of such sale (after payment of the costs of such sale) shall be used to pay the amount in respect of which the lien exists so far as the same is then payable. Any balance remaining shall, upon surrender to the Company for cancellation of the certificate for the Shares sold, be paid to the person entitled to the Shares at the time of the sale if and to the extent that no lien still subsists for sums not yet payable in relation to the Shares sold. To effect any such sale, the Directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser.

33. **EVIDENCE OF FORFEITURE**

A statutory declaration in writing that the declarant is a Director or the Secretary and that a Share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated in such declaration, against all persons claiming to be entitled to the Share. Such declaration shall (subject to the execution of a transfer if the Share is to be transferred) constitute a good title to the Share and title to the Share shall not be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the Share. The person to whom the share is sold, re-allotted or disposed of shall not be obliged to investigate to whom or where or how the consideration (if any) is paid nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

**TRANSFER OF SHARES**

34. **FORM OF TRANSFER**

Any Share not represented by a share warrant may be transferred by using a written transfer in any usual or common form or in any other form acceptable to the Directors. The form of transfer need not be executed as a deed but must be signed by or on behalf of the transferor and, if the relevant Share is not fully paid, also by or on behalf of the transferee. The transferor shall remain

the holder of the Share concerned until the name of the transferee is entered in the Register as the holder of that Share.

35. **RIGHT TO REFUSE REGISTRATION**

- 35.1 The Directors may refuse to register a transfer:
- 35.1.1 of a Share which is subject to transfer restrictions in relation to a notice served under Section 793 of the Act;
  - 35.1.2 of a Share which is not fully paid up;
  - 35.1.3 of a Share on which the Company has a lien;
  - 35.1.4 which is in respect of more than one class of share;
  - 35.1.5 which is in favour of more than four joint holders as transferees;
  - 35.1.6 which is not duly stamped (if so required); or
  - 35.1.7 which is not lodged (duly stamped if required) at the Transfer Office, together with the relative share certificate(s) and, subject to Article 34.4, such other evidence as the Directors may reasonable require to show the right of the transferor to make the transfer (and, if the form of transfer is executed by some other person on his behalf, the authority of the person so to do)
  - 35.1.8 **PROVIDED THAT**, if at any time any partly paid shares have been admitted to the London Stock Exchange Official List or to trading on the London Stock Exchange's Alternative Investment Market, the Directors shall not exercise their right to refuse to register transfers of such shares in such a way as to prevent dealings in such shares from taking place on an open and proper basis.
- 35.2 If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send notice of the refusal to the transferee. The Board must also provide the transferee with such further information about the reasons for the refusal as the transferee may reasonably request.
- 35.3 Nothing in these Articles shall preclude the Directors from allowing the allotment of any share to be renounced by the allottee in favour of some other person but, for the purposes of this Article, such renunciation shall be deemed to be a transfer and the Directors shall have the same power of refusing to give effect to it as if the renunciation were a transfer.
- 35.4 In the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, share certificates need only be lodged if and to the extent that certificates have been issued for the shares in question.

36. **RETENTION OF TRANSFERS**

All forms of transfer which are registered may be retained by the Company.

37. **NO FEE ON REGISTRATION**

No fee will be charged by the Company in respect of the registration of any form of transfer or

other document relating to or affecting the title to any Shares or otherwise for making any entry in the Register affecting the title to any Shares.

38. **CLOSURE OF REGISTER**

The registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Directors may from time to time determine. Any such suspension may be a general one for all Shares or may relate only to a particular class of Shares.

39. **BRANCH REGISTER**

Subject to and to the extent permitted by the Statutes, the Company, or the Directors on behalf of the Company, may arrange for a branch register to be kept in any territory, of members resident in such territory. The Directors may make, and vary, such regulations as they may think fit regarding the keeping of any such register.

**TRANSMISSION OF SHARES**

40. **PERSONS ENTITLED ON DEATH**

If a shareholder dies, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the Shares. However, nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any Share held by him.

41. **ELECTION BY PERSONS ENTITLED BY TRANSMISSION**

A person becoming entitled to a share as a result of the death or bankruptcy of a member or through the operation of law may (subject to the provisions set out below), upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, either be registered himself as holder of the share (if he notifies the Company accordingly) or transfer such share to some other person. All the provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to any such notification or transfer which shall be treated as if it were a transfer executed by the member registered as the holder of any such share. The Directors may at any time give notice requiring any such person to elect as mentioned above and, if such notice is not complied with within 60 clear days, the Directors may afterwards withhold payment of all dividends and other moneys payable in respect of such share until compliance with such notice.

42. **RIGHTS OF PERSONS ENTITLED BY TRANSMISSION**

Except where stated to the contrary in these Articles, a person becoming entitled to a share as a result of the death or bankruptcy of a member or through the operation of law shall (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share. However, such person shall not be entitled (except with the permission of the Directors) to exercise any right conferred by membership in relation to shareholders' meetings until he has been registered as a member in respect of the share.

43. **SHARE WARRANTS**

- 43.1 The Company may issue, with respect to any of its fully-paid shares, share warrants stating that the bearer is entitled to the Shares specified in the share warrant, and may provide, by coupons or otherwise, for the payment of future dividends or other moneys on or in respect of the Shares included in such share warrants.
- 43.2 A share warrant shall entitle the bearer of the same to the Shares included in it. Those Shares may be transferred by the delivery of the share warrant and the provisions of these Articles regarding the transfer and transmission of Shares shall not apply to the same. Each share warrant shall be issued under the Seal (or under a Securities Seal or, in the case of shares on a branch register, an official seal for use in the relevant territory).
- 43.3 The Directors shall be entitled to accept a certificate (in such form and from such person as the Directors may approve) to the effect that a specified person is shown in the records of the person issuing such certificate as being entitled to the shares comprised in a specified share warrant as sufficient evidence of the facts stated in such certificate. The Directors shall also be entitled to treat the deposit of such certificate at the Transfer Office (or any other place specified from time to time by the Directors) as equivalent to the deposit there of the share warrant, and may allot to the person named in such certificate any shares to which the bearer of the share warrant referred to in such certificate may be entitled. The right of the allottee to the allotment shall not, after any such allotment, be questioned by any person.
- 43.4 The Directors may determine, and from time to time vary, the conditions upon which share warrants shall be issued, including, without limitation, those upon which:
- 43.4.1 a new share warrant or coupon will be issued in the place of one worn out, defaced, lost or destroyed (but no new share warrant may be issued to replace one that has been lost or destroyed unless the Directors are satisfied beyond reasonable doubt that the original share warrant has been destroyed);
- 43.4.2 (subject as set out below) the bearer of a share warrant shall be entitled to attend, vote and demand a poll at General Meetings; and
- 43.4.3 a share warrant may be surrendered and the name of the holder entered in the Register in respect of the shares specified in such share warrant.

The conditions for the time being in force relating to share warrants (whether made before or after the issue of any particular share warrant) shall apply to the bearer of a share warrant unless stated to the contrary in any such conditions or in these Articles.

#### 44. **UNTRACED SHAREHOLDERS**

- 44.1 The Company shall be entitled to sell, at the best price reasonably obtainable at the time of sale, the Shares of a member or the Shares to which a person is entitled through transmission on death or bankruptcy or by the operation of law if:
- 44.1.1 so far as any Director or the Secretary at the end of the relevant period is then aware, during the period prior to the date of the publication of the advertisements referred to in Article 44.1.2 (or, if published on different dates, the first such date) no communication has been received by the Company from such member or person, no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to such member or person at his address on the Register or any other last known address given by such member or person to which cheques and warrants are to be sent has been

cash and at least three dividends in respect of the Shares have become payable and no dividend in respect of those Shares has been claimed; and

- 44.1.2 the Company shall, on or after the expiry of a period of 12 years, have inserted advertisements in both a leading national daily newspaper and in a newspaper circulating in the area in which the last known address of such member or person or the address at which service of notices may be effected in the manner authorised by these Articles is located giving notice of its intention to sell the relevant Shares; and
  - 44.1.3 during the period of three months following the publication of such advertisements, the Company shall have received no communication from such member or person; and
  - 44.1.4 notice shall have been given to the London Stock Exchange of the Company's intention to make such sale.
- 44.2 To effect any such sale, the Company may appoint any person to execute, as transferor, a form of transfer of the relevant Shares. Such form of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such Shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating to the transfer of the relevant Shares. To give effect to any such sale of an uncertified share, the Board may do whatever it considers necessary to transfer the share and such action shall be as effective as if it had been done by the holder or person entitled by transmission to the share. The net proceeds of sale shall belong to the Company but the Company shall be obliged to account to the former member or other person previously entitled to the relevant Shares for an amount equal to such net proceeds and shall enter the name of such former member or other person in its books as a creditor for such amount. Such amount shall be a permanent debt of the Company. No trust shall be created in respect of such debt, nor shall any interest be payable in respect of the same. The Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than Shares of the Company or its holding company, if any) as the Directors may from time to time think fit.

## **GENERAL MEETINGS**

### **45. ANNUAL GENERAL MEETINGS**

An Annual General Meeting shall be held once in every year, at such time (but not more than 15 months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. Except as provided by statutes, the Company must hold an Annual General Meeting within six months from the day following the Company's accounting reference date in each year. All other general meetings shall be called General Meetings.

### **46. CONVENING OF GENERAL MEETINGS**

The Directors may whenever they think fit and shall, on requisition in accordance with the Statutes, proceed with proper expedition to convene a General Meeting. Any meeting convened under this Article by requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors. If at any time there are not within the United Kingdom sufficient Directors capable of acting together to form a quorum, any Director may convene a General Meeting.

## **NOTICE OF GENERAL MEETINGS**

47. **LENGTH OF NOTICE FOR GENERAL MEETINGS**

47.1 An Annual General Meeting shall be called by at least 21 clear days' notice in writing. Any other General Meeting shall be called by at least 14 clear days' notice in writing. The notice shall be given in the manner provided for in these Articles to all members other than those who are not, under the provisions of these Articles, entitled to receive such notices from the Company. The accidental omission to send a notice or any accompanying circular, or where required by these Articles, a proxy form with a notice and such circular to, or the non-receipt of any notice or circular or proxy form by, any member, any Director or the Auditors shall not invalidate the proceedings at any General Meeting.

47.2 A General Meeting shall be deemed to have been duly called even if the notice given is less than that specified in Article 47.1 if it is so agreed:

47.2.1 in the case of an Annual General Meeting, by all the members entitled to attend and vote at that meeting; and

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

48. **CONTENTS OF NOTICE OF GENERAL MEETINGS**

48.1 Every notice calling a General Meeting shall specify the place and the day and hour of the meeting. The notice shall also state reasonably prominently that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and to vote instead of him and that a proxy need not be a member of the Company.

48.2 The notice shall specify the general nature of the business to be transacted at the meeting. If any resolution is to be proposed as a special resolution, the notice shall contain a statement to that effect.

48.3 In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

49. **CHAIRMAN**

The Chairman of the Board, or failing him the Deputy Chairman of the Board, shall preside as chairman at a General Meeting. If there is no such Chairman or Deputy Chairman or if, at any meeting, neither is present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number to be chairman of the meeting. If no Director is present or if all the Directors present decline to take the chair, the members present and entitled to vote shall choose one of their number to be chairman of the meeting.

50. **QUORUM**

No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

51. **LACK OF QUORUM**

If within half an hour from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to wait) a quorum is not present or if, during the meeting a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall be adjourned to such other day and such time and place as may have been specified for that purpose in the notice convening the meeting or, if not so specified, as the chairman of the meeting may determine.

52. **ADJOURNMENT**

52.1 The Chairman of any General 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, where it appears to him that the members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting, the conduct of persons present prevents or is likely to prevent the orderly continuation of business or an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

52.2 The chairman of any General Meeting at which a quorum is present may, with the consent of the meeting, (and shall if so directed by the meeting) adjourn the meeting to another time (or indefinitely, to no fixed time) and another place. No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or indefinitely, at least seven days' notice of the adjourned meeting shall be given in the same manner as the notice for the original meeting.

53. **NOTICE OF ADJOURNED MEETING**

Except as required by any other Article, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

54. **AMENDMENTS TO RESOLUTIONS**

If an amendment is proposed to any resolution under consideration but in good faith is ruled out of order by the chairman of the meeting, the proceedings on the main resolution shall not be invalidated by any error in such ruling. No amendment (other than a mere clerical amendment to correct a patent error) to a resolution duly proposed as a special resolution may in any event be considered or voted upon.

**POLLS**

55. **DEMAND FOR POLL**

55.1 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

55.1.1 the chairman of the meeting; or

55.1.2 at least five members present in person or by proxy and entitled to vote; or

55.1.3 a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right

to vote at the meeting; or

55.1.4 a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting on which an aggregate sum has been paid up equal to at least one-tenth of the total sum paid up on all the shares conferring that right.

55.2 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

56. **PROCEDURE ON A POLL**

A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

57. **VOTING ON A POLL**

On a poll, votes may be given either personally or by proxy. 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.

58. **TIMING OF POLL**

A poll demanded on the choice of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (within a period of 30 days from the date of the meeting) and place as the chairman may direct. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

## **VOTES**

59. **VOTES ATTACHING TO SHARES**

Subject to any special rights or restrictions as to voting attached by, pursuant to or in accordance with these Articles to any class of Shares, on a show of hands every member who is present in person or by proxy shall have one vote and on a poll, every member who is present in person or by proxy shall have one vote for every Share of which he is the holder.

60. **VOTES OF JOINT HOLDERS**

Where a Share is registered in the joint names of two or more persons, the vote tendered (whether in person or by proxy) by the person whose name precedes that or those of the other joint holder(s) so voting in the Register in respect of such Share, shall be accepted to the exclusion of those other votes.

61. Deliberately left blank.

62. **DISCLOSURE OF INTERESTS IN SHARES AND RESTRICTION ON VOTING IN PARTICULAR CIRCUMSTANCES**

62.1 No member shall, unless the Directors otherwise determine, be entitled, in respect of

any Share held by him to vote either personally or by proxy at a General Meeting or to exercise any other right conferred by membership in relation to General Meetings if any call or other sum presently payable by him to the Company in respect of that Share remains unpaid.

62.2 If 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 793 of the Act and is in default for the prescribed period in supplying to the Company the information required by such notice, then (unless the Directors otherwise determine) in respect of the relevant Shares (as defined in Article 62.3), 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 61.4.3) be entitled to vote, either personally or by proxy, at a shareholders' meeting or to exercise any other right conferred by membership in relation to shareholders' meetings.

62.3 In this Article 61, "relevant Shares" means:

62.3.1 all the Shares in the shareholding account in the Register which comprises or includes the default Shares; and

62.3.2 any other Shares from time to time held by the member concerned;

and "default Shares" means those shares in relation to which the default referred to in Article 62.2 has occurred and any further Shares issued in respect of those Shares.

62.4 Where the default Shares represent at least 0.25 per cent. of the issued shares of the class in question, the Directors, may in their absolute discretion, by giving notice (a "direction notice") to the member concerned direct that:

62.4.1 the whole or any part of any dividend which would otherwise be payable in respect of the default Shares shall be retained by the Company (without any liability to pay interest on such moneys when they are finally paid to the member); and/or

62.4.2 all or any shares which would otherwise be issued by the Company in lieu of a cash dividend on the default Shares shall be withheld from the member or otherwise retained by the Company (without any liability to pay compensation in respect of such Shares when they are finally issued or released to the member); and/or

62.4.3 no transfer of any relevant Shares shall be registered unless the transfer is an approved transfer or:

(a) the member is not himself in default as regards supplying the information required: and

(b) the transfer is of part only of the member's holding and, when presented for registration, is accompanied by a certificate from the member in a form satisfactory to the Directors to the effect that, after due and careful enquiry, the member is satisfied that none of the shares comprised in the transfer are default Shares.

The terms of a direction notice shall apply as soon as it has been given.

62.5 The Company shall send to each other person appearing to be interested in the shares

covered by a direction notice a copy of the notice, but the failure or omission by the Company so to do shall not invalidate such notice.

62.6 Except as provided in this Article 62, 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:

62.6.1 upon due compliance, to the reasonable satisfaction of the Directors, with the notice referred to in Article 62.2; or

62.6.2 if earlier, upon the transfer of any relevant Shares by an approved transfer or in accordance with Article 62.4.3 (but only in relation to the relevant Shares so transferred).

The Directors shall notify promptly in writing the member concerned if the direction notice ceases to have effect pursuant to Article 62.6.1.

62.7 For the purposes of this Article 62

62.7.1 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 section 793 of the Act 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 such notice and any other relevant information) the Directors know or have reasonable cause to believe that the person in question is or may be interested in the Shares;

62.7.2 the prescribed period is 28 days from the date of service of the notice under section 793 of the Act except that, if the Shares in respect of which such notice is given represent at least 0.25 per cent. of the issued shares of that class at the time such notice is given, the prescribed period is 14 days from such date: and

62.7.3 a transfer of shares is an approved transfer if:

- (a) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a take-over offer made to all holders (other than the person making such offer and his nominees) of shares (or of shares of a particular class) in a company; or
- (b) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the member or with any person appearing to be interested in such shares (including any such sale made through or on a dealing facility provided by the London Stock Exchange or made through such 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-paragraph (b), 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.

62.8 The provisions of this Article 61 are in addition to, and shall not limit or restrict any powers available under, the Act.

63. **VOTING BY GUARDIAN**

If in England or elsewhere a guardian, receiver or other person (by whatever name called) has been appointed by any court claiming the right or entitlement to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such guardian, receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

64. **VALIDITY AND RESULT OF VOTE**

64.1 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered. Every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

64.2 Unless a poll is taken, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

65. **[BLANK]**

**PROXIES**

66. **PROXY NEED NOT BE A MEMBER**

A proxy need not be a member of the Company. A member may appoint more than one proxy to attend on the same occasion provide that each proxy must be appointed to exercise the rights attached to different shares. Deposit of a form of proxy shall not preclude a member from attending and voting in person at any meeting or adjournment of it or on a poll.

67. **FORM OF PROXY**

The document appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve. The Directors may, if they think fit, but subject to the provisions of the Statutes and the rules and regulations of the London Stock Exchange, send out with the notice of any General Meeting forms of proxy for use at the meeting. The form of proxy shall:

67.1 in the case of an individual member, be signed by that individual or his attorney; and

67.2 in the case of a member which is a corporation, be either sealed with its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The signature on any such form of proxy need not be witnessed. Where a form of proxy is signed on behalf of the member by an attorney, the letter or power of attorney or a duly certified copy of the same must (if it has not been previously registered with the Company) be lodged with the form of proxy in the manner set out in Article 67; if such letter or power or copy is not so

lodged, the form of proxy may, in the absolute discretion of the chairman of the meeting, be treated as invalid.

68. **DEPOSIT OF FORM OF PROXY**

A form of proxy must be left 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 Transfer Office) at least 48 hours (excluding any part of a day that is not a working day) (or such lesser time as may be specified in such notice or accompanying document) before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll which is not taken at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used. If the form of proxy is not so delivered, it will not be treated as valid. Any form of proxy will be valid for any adjournment of a meeting to which it relates, unless it is stated on the relevant form that the form of proxy cannot be used at any such adjournment. If a form of proxy relates to more than one meeting (including any adjournment of any meeting) and has been delivered as required by this Article 68 for or in respect of one of those meetings, it will be valid for all subsequent meetings to which it relates and need not be re-delivered.

69. **RIGHTS OF PROXY**

A member may appoint any person (whether a member or not) as his proxy to exercise all or any of his rights to attend and speak and vote at a meeting of the Company. A form appointing a proxy shall be deemed to include the right to demand or join in demanding a poll and the right to speak at the meeting.

70. **REVOCATION OF PROXY**

A vote cast or demand for a poll made by a proxy shall not be invalidated by the previous death or incapacity of the member or by the revocation of the appointment of the proxy or of the authority under which the appointment was made unless written notice of such death, incapacity or revocation has been received by the Company at the Transfer Office (or such other place in the United Kingdom as may be specified for the delivery of forms of proxy in the notice convening the meeting or other document sent with such notice) at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll which is not taken 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.

71. **CORPORATIONS ACTING BY REPRESENTATIVES**

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 (who need not be members of the Company) to act as its representative at any shareholders' meeting. The person or persons 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 (but if they purport to exercise their rights in different ways then the power shall be treated as not being exercised). 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 at that meeting.

**DIRECTORS**

72. **NUMBER OF DIRECTORS**

Subject as set out in these Articles, the minimum number of Directors shall be two and the maximum number shall be seven. The Company may by ordinary resolution from time to time

vary the minimum number and/or maximum number of Directors.

73. **SHARE QUALIFICATION**

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 shareholders' meetings.

74. **DIRECTORS' FEES**

Fees payable to the Directors (which shall, for the avoidance of doubt, exclude remuneration payable to any Director under any service contract or contract for services) shall from time to time be determined by the Directors but such remuneration shall not exceed £100,000 per annum (excluding value added tax) in aggregate or such higher amount as may from time to time be determined by ordinary resolution of the Company. Such remuneration shall (unless such ordinary resolution provides to the contrary) be divisible among the Directors as they may agree, or, failing agreement, equally, but any Director who holds office for part only of the period in respect of which such remuneration is payable shall be entitled only to a proportion of such remuneration, related to the period during which he has held office.

75. **OTHER REMUNERATION OF DIRECTORS**

Any Director who holds any executive office (including for this purpose the office of Chairman or Deputy Chairman whether or not such office is held in an executive capacity) or who serves on any committee of the Directors or who otherwise performs services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director may be paid such extra remuneration by way of salary, commission or other means or may receive such other benefits as the Directors may determine.

76. **DIRECTORS' EXPENSES**

The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or shareholders' meetings or otherwise in or in connection with or about the business of the Company.

77. **DIRECTORS' PENSIONS AND OTHER BENEFITS**

The Board or any committee authorised by the Board may exercise all the powers of the Company to provide benefits, whether by the payment of pensions, annuities, gratuities or superannuation or other allowances or by insurance or otherwise, to any persons who are or have at any time been Directors (or the holders of any equivalent or comparable office) of, and employed by, or in executive office under, the Company, or any company which is a subsidiary undertaking of, allied to or associated with the Company, or any corporate body to whose business the Company or any of its subsidiary undertakings is, in whole or in part, a successor directly or indirectly and to the spouses, widows, widowers, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of schemes, trusts and funds for the benefit of such persons as are mentioned above or any of them or any class of them and so that any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such fund or scheme or otherwise) and shall not be disqualified from being or becoming a Director as a result of receiving any such benefit. The Board or any committee authorised by the Board may procure any of the matters mentioned above to be done by the Company either alone or in conjunction with any other person.

78. **DIRECTORS' INTERESTS**

78.1 **Conflicts of interest requiring authorisation by Directors**

78.1.1 The Board may, subject to the quorum and voting requirements set out in this Article, authorise any matter which relates to a situation in which a Director (the "relevant Director") has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company and which would, if not so authorised, result in a breach of duty by the relevant Director under Section 175 of the 2006 Companies Act (a "Conflict").

78.1.2 The relevant Director seeking authorisation in respect of a Conflict must declare to the Board the nature and extent of his interest in that Conflict as soon as is reasonably practicable. The relevant Director must provide the Board with such details as are necessary for the Board to decide whether or not to authorise the Conflict. The relevant Director must also provide such additional information as may be requested by the Board.

78.1.3 Any Director (including the relevant Director) may propose that a Conflict be authorised by the Board. Such proposal and any authorisation given by the Board shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board in accordance with the provisions of these Articles save that:

(1) the relevant Director and any other Director with an interest in the Conflict (together the "Interested Directors") shall not count towards the quorum nor vote on any resolution giving such authorisation; and

(2) an Interested Director may, if the other members of the Board so decide, be excluded from any board meeting while the Conflict is under consideration.

78.1.4 Where the Board authorises a Conflict:

(1) the Board may (whether at the time of giving the authorisation or subsequently):

(a) require that an Interested Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Board or otherwise) related to the Conflict; and

(b) impose upon an Interested Director such other terms for the purpose of dealing with the Conflict as it may determine;

(2) the Interested Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Conflict;

(3) the Board may provide that where the Interested Director obtains or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs;

(4) the terms of the authorisation must be recorded in writing (but the authority will be effective whether or not the terms are so recorded); and

(5) the Board may revoke or vary such authorisation any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

78.1.5 For the avoidance of doubt, a Director may, subject to declaring the nature and extent of his interest to the Board in accordance with Sections 184 or 185 of the 2006 Companies Act, be or become a director of any other company in which the Company does not have an interest and which cannot reasonably be regarded as giving rise to a Conflict as a director of that other company.

## 78.2 Permitted directors' interests

78.2.1 Subject to Article 78.1.4, if a Director is in any way directly or indirectly interested in a proposed Contract with the Company or a Contract that has been entered into by the Company or a Contract or proposed Contract in which the Company has a direct or indirect interest, he must declare the nature and extent of that interest to the Directors in accordance with Sections 177(2) and 182(2) of the 2006 Companies Act.

78.2.2 If he has declared the nature and extent of his interest in accordance with Article 78.2), a Director may:

(1) be interested, directly or indirectly, in a Contract with the Company, or in a Contract in which the Company has a direct or indirect interest as referred to at Article 78.2.1;

(2) hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms, including as to remuneration, as the Board may decide;

(3) act by himself or through a firm with which he is associated in a professional capacity for the Company or any other company in which the Company may be interested (otherwise than as Auditor); and

(4) be or become a director or other officer of, or employed by, or otherwise be interested in, any holding company or subsidiary company of the Company or any other company promoted by the Company or in which the Company may be interested or as regards which it has any power of appointment.

78.2.3 No authorisation under Article 78.1 is required in respect of any interest declared in accordance with Article 78.2.1 and referred to in Article 78.2.2.

78.2.4 A Director need not declare an interest under Article 78.2.1:

(1) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

(2) of which the Director is not aware, or where the Director is not aware of the Contract in question, and for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;

(3) if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

(4) if, or to the extent that, it concerns terms of a service contract that have been or are to be considered by a Board meeting or a committee of the Directors appointed for this purpose under the Articles.

### 78.3 **Benefits**

A Director shall not, by reason of his office, or of the fiduciary relationship thereby established, be liable to account to the Company for any remuneration, profit or other benefit realised by him (or any person connected with him as defined in Article 78.4.5) by reason of his having any type of interest authorised under Article 78.1 or permitted under 78.2 and no Contract (as defined in Article 78.4.9) shall be liable to be avoided on the ground of a Director having any type of interest authorised under Articles 78.1 or permitted under Article 78.2.

### 78.4 **Quorum and Voting Requirements**

78.4.1 A Director shall not vote or be counted in the quorum on any resolution of the Board concerning 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 (including the arrangement or variation of the terms thereof, or the termination thereof).

78.4.2 Where arrangements are under consideration by the Board concerning the appointment (including the arrangement or variation of the terms thereof, or the termination thereof) 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 such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (or the arrangement or variation of the terms thereof, or the termination thereof) and except (in the case of an office or place of profit with any such other company as aforesaid) where the other company is a company in which the Director owns one per cent, or more within the meaning of Article 78.4.5

78.4.3 Subject to the provisions of the Statutes and to Articles 78.1 – 78.3, no Director or proposed or intending Director shall be disqualified by such office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatsoever.

78.4.4 Save as otherwise provided by these Articles, a Director shall not vote (nor be counted in the quorum) on any resolution of the Board in respect of any contract in which he is interested and if he shall do so his vote shall not be counted, but this prohibition shall not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest or where that interest arises only from one or more of the following matters,

(1) any Contract for giving to such Director any guarantee, security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its subsidiary undertakings;

(2) any Contract for the giving by the Company or any of its subsidiary undertakings of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings in respect of which such Director himself given an indemnity or that he has guaranteed or secured in whole or in part

(3) Contract whereby such Director is to subscribe for shares, debentures or other securities of the Company or any of its subsidiaries issued or to be issued pursuant to any offer or invitation to Members or debenture holders of the Company or any class thereof or to the public or any section thereof, or to underwrite or sub-underwrite any such shares, debentures or other securities;

(4) any Contract in which such Director 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;

(5) any Contract concerning any other company (not being a company in which such Director owns one per cent. or more within the meaning of Article 78.4.5 in which he is interested, directly or indirectly whether as an officer shareholder, creditor or otherwise howsoever;

(6) any Contract concerning the adoption, modification or operation of superannuation fund or retirement, death or disability benefits scheme that relates both to Directors and employees of the Company or of any of its subsidiaries and that does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such scheme or fund relates;

(7) any Contract concerning any insurance which the Company is empowered to purchase fund and/or maintain for the benefit of any Directors of the Company, provided that for the purposes of this Article 78.4.7 insurance shall mean only insurance which the Company is empowered to purchase and/or maintain for or for the benefit of a Director or any group of persons consisting of or including Directors of the Company;

(8) any Contract involving the adoption of an arrangement for the benefit of employees of the Company or of any of its subsidiaries under which the Director benefits in a similar manner to the employees and that does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such arrangement relates (including, without limitation, any savings related share option scheme, or profit sharing scheme operated by the Company and approved by the Inland Revenue under the Income and Corporation Taxes Act 1988); and

(9) (save in relation to any matter concerning or directly affecting his own participation therein) any Contract involving the adoption or modification of any share option or share incentive scheme of the Company.

78.4.5 A company shall be deemed to be a company in which a Director owns one per cent or more if and so long as (but only if and so long as) the Director

together with any person connected with him within the meaning of Section 252 of the 2006 Companies Act (a “connected person”) is (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 such company or of the voting rights available to members of such company. For the purpose of this Article 78.4.5), there shall be disregarded any shares held by a Director or connected person as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the interest of the Director or connected person is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or connected person is interested only as a unit holder.

- 78.4.6 Where a company in which a Director holds one per cent. or more is interested in a Contract then that Director shall also be deemed to be interested in such Contract.
- 78.4.7 If any question shall arise at any meeting of the Board as to the interest of a Director's or as to the entitlement of any Director to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be decided by a resolution of the Board (for which purpose such Director shall be counted in the quorum but shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such Director as known to such Director has not been fairly disclosed to the Board.
- 78.4.8 Subject to these Articles, the Board may also cause the voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of the appointment of the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the Directors or officers of such other company.

## 78.5 **General**

- 78.5.1 Subject to the provisions of the Statutes the Company may by ordinary resolution suspend or relax the provisions of this Article 78 to any extent or ratify any transaction not duly authorised by reason of a contravention of such Article.
- 78.5.2 References in this Article 78 to a Contract includes references to any proposed contract and to any proposed transaction or arrangement whether or not constituting a contract or to any existing contract and existing transaction or arrangement whether or not constituting a contract.
- 78.5.3 For the purposes of this Article 78, a conflict of interest includes a conflict of interest and duty, and a conflict of duties, and interest includes both a direct and indirect interest.
- 78.5.4 For the purposes of this Article 78, an interest of the appointor of an alternate Director shall be treated as an interest of the alternate Director, without prejudice to any interest the alternate Director may otherwise have.

79. **APPOINTMENT OF EXECUTIVE DIRECTORS**

- 79.1 The Directors may from time to time appoint any one or more Directors to be the holder of any executive office (including, where considered appropriate, the office of Group Managing Director, Chairman or Deputy Chairman) on such terms and for such period as they may (subject to the provisions of the Statutes) determine. The Directors may, without limiting or prejudicing in any way the terms of any contract entered into in any particular case, at any time revoke or vary the terms of any such appointment.
- 79.2 The appointment of any 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 any such termination shall not, of itself, limit or reduce in any way any claim for damages which he may have for breach of any contract of service between him and the Company.
- 79.3 The appointment of any Director to any other executive office shall not terminate automatically if he ceases to be a Director, unless the contract or resolution under which he holds such executive office shall expressly state that such termination is to occur, in which event such termination shall not, of itself, limit or reduce in any way any claim for damages which he may have for breach of any contract of service between him and the Company.

80. **POWERS OF EXECUTIVE DIRECTORS**

The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers. The Directors may from time to time revoke, withdraw, alter or vary all or any of such powers.

**APPOINTMENT AND RETIREMENT OF DIRECTORS**

81. **AGE LIMIT**

The provisions of the Statutes with regard to "Age limit for Directors" shall not apply to the Company. The attainment of the age of 70 or any other age by any person shall not prevent his appointment or re-election as a Director nor require him to vacate office nor require that special notice be given of a resolution appointing or re-electing him.

82. **RETIREMENT BY ROTATION**

At each Annual General Meeting one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not greater than one-third) shall retire from office by rotation. If there is only one Director subject to retirement by rotation he shall retire and if there are only two Directors subject to retirement by rotation at least one of them shall retire.

83. **SELECTION OF DIRECTORS TO RETIRE BY ROTATION**

- 83.1 Subject to the provisions of the Act and these Articles the Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who is due to retire at the meeting by reason of age or who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors required to retire by rotation, who have been longest in office since their appointment or last re-election. As between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot. A retiring Director shall be eligible for re-election.

83.2 The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Meeting of the Directors at the start of business on the date of the notice convening the Annual General Meeting and no Director shall be required to retire or be relieved of retiring by reason of any change in the number or identity of the Directors after that time on the date of the notice but before the close of the meeting.

84. **RE-ELECTION OF RETIRING DIRECTOR**

The Company at the meeting at which a Director retires under any provision of these Articles may, by ordinary resolution, fill the vacancy by electing the retiring Director or some other person eligible for election. If no such election is made, the retiring Director shall be deemed to have been re-elected except in any of the following cases:

84.1 where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost;

84.2 where such Director has given notice in writing to the Company that he is unwilling to be re-elected;

84.3 where the failure to elect a Director is caused by a resolution being proposed in contravention of Article 84;

84.4 where such Director has reached any retiring age applicable to him as Director.

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

85. **ELECTION OF TWO OR MORE DIRECTORS**

A single resolution which provides for the election of two or more persons as Directors shall not be proposed at any General Meeting unless a resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it. Any resolution proposed or passed in contravention of this provision shall be void.

86. **NOMINATION OF DIRECTOR FOR ELECTION**

No person, other than a Director retiring at the meeting or a person recommended by the Directors for election, shall be eligible for election as a Director at any General Meeting unless at least 7 (but not more than 28) clear days before the date appointed for the meeting, there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, together with notice in writing signed by the person to be proposed of his willingness to be elected.

87. **ELECTION OR APPOINTMENT OF ADDITIONAL DIRECTOR**

The Company may by ordinary resolution elect, and (without restricting in any way that power of the Company) the Directors shall have power at any time to appoint, any person to be a Director either to fill a vacancy or as an additional Director (but so that the total number of Directors shall not, as a result, exceed the maximum number (if any) fixed by or in accordance with these Articles). Any person so appointed by the Directors must retire at the next Annual General

Meeting but will then be eligible for re-election at that meeting. Any Director so retiring shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

88. **TERMINATION OF OFFICE**

A Director shall cease to be a Director in any of the following events, namely:

- 88.1 if he ceases to be a Director by virtue of any provision of the Statutes or is removed from office pursuant to these Articles or he becomes prohibited by law from acting as a Director;
- 88.2 if he delivers a signed, written resignation to the Office or if he offers in writing to resign and the Directors resolve to accept such offer;
- 88.3 if he has a bankruptcy order made against him or settles or agrees terms 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;
- 88.4 if in England or elsewhere an order is made by any court claiming the right so to do, on the grounds (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;
- 88.5 if he is removed from office as a Director by notice in writing served upon him signed by all his co-Directors. If any such Director has been appointed to an executive office which thereby automatically terminates, such removal shall be treated as an act of the Company and shall not, of itself, limit or restrict any claim which he may have for damages for breach of any contract of service between him and the Company;
- 88.6 he and his alternate (if any) fail to attend meetings of the Directors for six consecutive months without leave of absence from the Directors and the Directors resolve that his office be vacated;
- 88.7 he is convicted of an indictable offence and the Directors shall resolve that it is undesirable in the interests of the Company that he remain a Director;
- 88.8 the conduct of a Director (whether or not concerning the affairs of the Company) is the subject of an investigation by an inspector appointed by the Secretary of State or by the Serious Fraud Office and the Directors shall resolve that it is undesirable in the interests of the Company that he remain a Director;

89. **REMOVAL OF DIRECTOR**

The Company may, in accordance with and subject to the provisions of the Statutes, by ordinary resolution of which special notice has been given, remove any Director from office as a Director (notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but without limiting or restricting any claim he may have for damages for breach of any such agreement) and elect another person in place of a Director so removed from office. Any person so elected shall be treated, for the purpose 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 appointed or last re-elected a Director. If no person is so elected, the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

## **MEETINGS AND PROCEEDINGS OF DIRECTORS**

### **90. CONVENING OF MEETINGS OF DIRECTORS**

- 90.1 Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent to him in writing at his last known address or any other address given by him to the Company for this purpose or if in electronic form to any address given by him to the Company for that purpose.
- 90.2 Subject to the provisions of these Articles, the Directors may meet together, and regulate their proceedings, as they think fit. At any time any Director may, and the Secretary at the request of a Director shall, summon a meeting of the Directors. Notice of a meeting of Directors need not be given to any Director who is for the time being absent from the United Kingdom. Any Director may waive notice of any meeting and any such waiver may be retroactive.
- 90.3 A Director absent or intending to be absent from the United Kingdom may request that notices of meetings of Directors shall during his absence be sent in writing to him at an address given by him to the Company for this purpose but such notices need not be given any earlier than notices given to Directors not so absent or by electronic communication to an address specified by him for this purpose, but such notices of meetings need not be given any earlier than notices given to Directors no so absent

### **91. QUORUM**

The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

### **92. CHAIRMAN**

- 92.1 The Directors may elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairmen) and determine the period for which each is to hold office. If no Chairman or Deputy Chairman has been appointed or if, at any meeting of the Directors, no Chairman or Deputy Chairman is present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.
- 92.2 If at any time, in the absence of the Chairman, there is more than one Deputy Chairman present and the Directors cannot resolve which one should preside at any meeting of the Directors or of the Company, the Deputy Chairman who was appointed first to that post shall preside.

### **93. VOTES AND CHAIRMAN'S CASTING VOTE**

Questions arising at any meeting of the Directors shall be determined by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

### **94. RESTRICTIONS ON VOTING**

- 94.1 Except as provided in these Articles, a Director shall not vote in respect of any contract or arrangement or any other proposal of any kind in which he has an interest which,

either of itself or when taken together with any interest of any person connected with him, is a material interest otherwise than by virtue of his interests in shares or debentures or other securities of, the Company or otherwise in or through, the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is not entitled to vote.

- 94.2 Subject to the provisions of the Statutes, a Director shall (if he has no other material interest beyond that indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:
- 94.2.1 the giving to him of any security, guarantee or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
  - 94.2.2 the giving by the Company or any of its subsidiary undertakings of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - 94.2.3 any proposal concerning an offer of shares or debentures or other securities or obligations of or by the Company or any of its subsidiary undertakings 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;
  - 94.2.4 any proposal concerning any other body corporate in which he is in any way interested (directly or indirectly) provided that he (either individually or together with persons connected with him within the meaning of section 252 of the Act) is not the holder of or beneficially interested in more than one per cent. of the issued shares of any class of such body corporate (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant body corporate;
  - 94.2.5 any proposal concerning the adoption modification or operation of or in any other way concerning a superannuation fund, retirement, death or disability benefits scheme or employees' share scheme under which he may benefit and which either (a) has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes or (b) relates both to employees and Directors of the Company (or any of its subsidiary undertakings) and does not give him any privilege or benefit not given to the employees to whom such scheme or fund relates;
  - 94.2.6 any proposal concerning the giving to him of any indemnity pursuant to the provisions of Article 135 or concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors or for persons who include Directors.
- 94.3 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or other positions with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately. In any such case, each of the Directors concerned (if not barred from voting under Article 94.1) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

94.4 If a question arises at any time as to the materiality of a Director's interest or as to his entitlement to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive except in a case where the nature or extent of the interest of such Director has not been fairly disclosed.

94.5 Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this Article 94 to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article 94.

95. **NUMBER OF DIRECTORS BELOW MINIMUM**

The continuing Directors may act notwithstanding any vacancies but, if and for so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may act for the purpose of filling such vacancies or of summoning General Meetings, but not for any other purpose. If there are no Directors or Director able or willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

96. **WRITTEN RESOLUTIONS**

A resolution in writing signed by all the Directors (or, in the case of a committee, all the members of such committee) entitled to vote on the same shall be as valid and effective as a resolution duly passed at a meeting of the Directors (or of such committee) and may consist of several documents in the like form each signed by one or more Directors.

97. **VALIDITY OF PROCEEDINGS**

All acts done by any meeting of Directors, or of any committee of the Directors, or by any person acting as a Director or as a member of any such committee, shall, as regards all persons dealing in good faith with the Company, be as valid as if every such Director or person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote even if there was some defect in the appointment of any such Director or other person, or that any of them was disqualified or had left office, or was not entitled to vote.

98. **PARTICIPATION IN MEETING BY TELEPHONE**

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

**COMMITTEES OF THE DIRECTORS**

99. **APPOINTMENT AND CONSTITUTION OF COMMITTEES**

The Directors may delegate (with power to sub-delegate) any of their powers or discretions (including, without limitation, any power or discretion the exercise of which involves or may involve the payment of remuneration to, or the conferring of any other benefit upon, all or any of the Directors) to committees consisting of one or more Directors and, if desired, one or more

other named person or persons who have been co-opted on to such committee in accordance with the provision of this Article 99. If any power or discretion has been delegated to a committee under this Article 99, any reference in these Articles to the exercise by the Directors of that power or discretion shall be interpreted accordingly as if it was a reference to the exercise of the same by that committee. Any committee appointed under this Article 99 shall, when exercising any powers or discretions delegated to it, abide by any regulations imposed by the Directors which may then subsist. Any such regulations may provide for or permit the co-option to the committee of persons other than Directors and for such persons to have voting rights as members of that committee; but Directors must form a majority of the members of such committee and no resolution of the committee will be valid unless a majority of the members of the committee present throughout the relevant meeting are Directors and the chairman of each committee shall be a Director, and in the case of any equality of votes, the chairman of the committee shall have a second or casting vote.

100. **PROCEEDINGS OF COMMITTEE MEETINGS**

The meetings and proceedings of any such committee consisting of two or more persons shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors (with appropriate modifications), so far as the same are not superseded by any regulations made by the Directors under Article 99.

**POWERS OF DIRECTORS**

101. **GENERAL POWERS**

The business and affairs of the Company shall be managed by the Directors, who may (subject to these Articles, to the provisions of the Statutes and to any regulations which may be prescribed by special resolution of the Company) exercise all the powers of the Company which are not, by the Statutes or by these Articles, required to be exercised by the Company in General Meeting. No regulation prescribed by special resolution shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

102. **APPOINTMENT OF ATTORNEY**

The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit. Any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit. The Directors may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

103. **SIGNATURE ON CHEQUES ETC.**

All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

104. **BORROWING POWERS**

- 104.1 Subject as provided in this Article and to the provisions of the Statutes, the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets and uncalled capital (present and future) of the Company and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- 104.2 The Directors shall restrict the borrowings of the Company, and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any), so as to secure (but as regards subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Directors can secure) that the aggregate principal amount from time to time outstanding of all borrowings by the Group (exclusive of borrowings owing by one member of the group to another member of the group) shall not, without the previous sanction of an ordinary resolution of the Company, at any time exceed an amount equal to 300 per cent. of the Adjusted Capital and Reserves.
- 104.3 Notwithstanding the foregoing, no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no borrowing incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the borrowing was incurred or security given that the limit imposed by this Article had been or was exceeded by incurring such borrowing or giving such security.

105. **ALTERNATE DIRECTORS**

- 105.1 Any Director may at any time appoint any person (including another Director) to be his alternate Director and may at any time terminate such appointment. Such appointment, unless previously approved by the Directors or unless the appointee is another Director, shall have effect only upon and subject to being so approved.
- 105.2 Any appointment or removal of an alternate Director shall be made by the delivery, to the Office or to a meeting of the Directors, of a written notice of appointment or removal signed by the relevant Director.
- 105.3 The appointment of an alternate Director shall terminate on the happening of any event which, if he were a Director, would cause him to cease to be a Director or if the Director who appointed him ceases to be a Director (except by retirement at a General Meeting at which he is re-elected).
- 105.4 An alternate Director shall (unless he is not in the United Kingdom at the relevant time) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at, and to be counted as part of the quorum for, any such meeting at which the Director appointing him is not present, and generally at any such meeting to perform, as a Director, all functions of the Director who appointed him. In relation to the proceedings at any such meeting which an alternate Director attends, the provisions of these Articles shall apply as if that alternate Director were a Director.
- 105.5 If an alternate Director is also himself a Director or attends any meeting as an alternate for more than one Director, his voting rights shall be cumulative but he will only be counted once for any quorum requirements.

- 105.6 If any Director who has appointed an alternate Director is for the time being absent from the United Kingdom or temporarily unable to act because of ill health or disability, then that alternate Director may sign, in his place, any written resolution of the Directors.
- 105.7 If and to the extent that the Directors may from time to time decide in relation to any committees of the Directors, the preceding provisions of this Article 105 shall also apply (with appropriate modifications) to any meetings of any such committee of which a Director who has appointed an alternate is a member.
- 105.8 An alternate Director will not, except as set out in the preceding paragraphs of this Article 105, have power to act as a Director; nor will such alternate Director be deemed to be a Director under these Articles or the agent of the Director who appointed him.
- 105.9 An alternate Director shall be entitled to contract, to be interested in and to benefit from any contracts, arrangements or transactions, to be repaid expenses and to be indemnified, to the same extent as if he were a Director. Such alternate Director shall not be entitled to receive any remuneration from the Company for acting as an alternate Director unless the Director who appointed him instructs the Company in writing to pay part of the remuneration payable by the Company to that Director to the alternate Director instead.

106. **SECRETARY**

The Secretary shall be appointed by the Directors on such terms, at such remuneration and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but any such removal shall not, of itself, limit or restrict any claim for damages which he may have for breach of any contract of service between him and the Company. The Directors may, if they think fit, appoint two or more persons as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit, one or more Deputy and/or Assistant Secretaries.

107. **MINUTES**

The Directors shall cause minutes to be made in books provided for the purpose:

- 107.1 of all appointments of officers made by the Directors; and
- 107.2 of all resolutions of members, of holders of any class of Shares in the Company, of the Directors and of committees of the Directors and of the proceedings at meetings of such persons including the names of the Directors or alternate Directors present at each such meeting.

Any such minutes, if purporting to be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting or the Secretary, shall be receivable as prima facie evidence of the matter stated in such minutes without any further proof.

108. **THE SEAL**

- 108.1 Subject to the Statutes, the Directors may resolve that the Company shall not have a Seal.
- 108.2 The Directors may arrange for the Company to have a Securities Seal.
- 108.3 The Directors shall ensure that the Seal (if any) and any Securities Seal are kept in safe

custody and that neither shall be used without the authority of the Directors or of a committee which has been appropriately authorised by the Directors.

108.4 The Directors may determine whether any document to which any Seal is affixed shall be signed and, if it is to be signed, who shall sign it and whether such signature may be affixed by mechanical means. Unless otherwise determined by the Directors or the law otherwise requires, any certificates for shares or debentures or other securities of the Company which are issued under Seal need not also be signed or, if signed, the Directors may resolve that such signatures or either of them shall be put on by some method or system of printed or mechanical signature, but every other document to which the Seal is affixed shall be signed by a Director and the Secretary or by a second Director.

108.5 Any document signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal; however, no document which makes it clear on its face that it is intended to have effect as a deed shall be so signed without the authority of the Directors or of a committee which has been appropriately authorised by the Directors.

108.6 The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the Securities Seal need not be signed.

#### 109. **AUTHENTICATION OF DOCUMENTS**

Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any document affecting the constitution of the Company, any resolution passed at a shareholders' meeting or at a meeting of the Directors or any committee, and any book, record, document or account relating to the business of the Company, and to certify copies of, or extracts from, the same as true copies or extracts. Where any book, record, document or account is kept at a place other than the Office, the local manager or other officer of the Company having the custody of the same shall be deemed to be a person appointed by the Directors. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is so certified shall be conclusive evidence in favour of all persons dealing with the Company who rely on the same that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

### **RESERVES**

#### 110. **ESTABLISHMENT OF RESERVES**

The Directors may before recommending any dividend, whether preferential or otherwise, carry to reserve out of the profits of the Company (including any premiums received upon the issue of debentures or other securities of the Company) such sums as they think proper as a reserve or reserves, which shall, at the discretion of the Directors, be applicable for meeting depreciation or contingencies or for special dividends or bonuses or for equalising dividends or for repairing improving or maintaining any property or for any other purpose to which the profits of the Company may properly be applied and, pending such application, may at the like discretion either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may divide the reserve into special funds as it thinks fit and may consolidate into one fund any special funds or parts of the such funds into which the reserve may have been divided as it thinks fit. Any sum which the Directors may carry to reserve out of the unrealised profits of the Company shall not be mixed with any reserve to

which profits available for distribution have been carried. The Directors may also, without placing the same to reserve, carry forward any profits which it may think prudent not to divide.

111. **BUSINESS BOUGHT AS FROM PAST DATE**

Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date the profits and losses of such asset, business or property may, as from such date, at the discretion of the Directors be carried in whole or in part to revenue account and treated for all purposes as profits or losses of the Company. Subject again to the provisions of the Statutes, if any shares or securities are purchased cum dividend or interest, such dividend or interest may, at the discretion of the Directors, be treated as revenue; it shall not be obligatory to capitalise the same (or any part of the same).

**DIVIDENDS**

112. **FINAL DIVIDENDS**

The Company may, by ordinary resolution, declare dividends in accordance with the respective rights of the members or persons entitled to a Share by transmission or operation of law but no such dividend shall exceed the amount recommended by the Directors.

113. **INTERIM AND PREFERENTIAL DIVIDENDS**

Subject to the provisions of the Statutes, if and to the extent that, in the opinion of the Directors the profits of the Company justify such payments, the Directors:

113.1 may declare and/or pay the fixed dividends on any class of Shares carrying a fixed dividend payable on fixed dates, on the dates prescribed for payment of the same;

113.2 may provide, in such manner and on such terms as they may think fit, for the payment of any dividends (whether fixed or calculated by reference to or in accordance with a specified procedure or mechanism) on any class of Shares carrying such a dividend on the dates prescribed for payment of the same (whether such dates are fixed or are determined or to be determined in accordance with a specified procedure or mechanism); and

113.3 may also from time to time pay interim dividends on the Shares of any class of such amounts, on such dates, and in respect of such periods, as they may think fit.

If the Directors act in good faith, they shall not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights.

114. **DISTRIBUTION IN SPECIE**

The Company may, upon the recommendation of the Directors, by ordinary resolution direct payment of the whole or any part of a dividend by the distribution of specific assets (and, in particular, of paid-up shares or debentures of any other company) and the Directors shall comply with and carry out any such resolution. Where any difficulty arises with regard to such distribution, the Directors may settle the same as they think expedient and in particular may:

114.1 make such provisions as they think fit for dealing with fractional entitlements which may or would arise (including provisions under which fractional entitlements are ignored or the benefit of the same belongs to the Company rather than the relevant members or the

issue of fractional certificates);

- 114.2 fix the value for distribution of such specific assets (or any part of the same);
- 114.3 determine that cash shall be paid to any member upon the basis of the value so fixed in order to adjust the rights of all parties; and
- 114.4 vest any assets in trustees

115. **RANKING OF SHARES FOR DIVIDEND**

Unless and to the extent that the rights attached to any Shares or the terms of issue of any Shares or these Articles provide to the contrary, all dividends shall (as regards any shares which are not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid in proportion to the amounts paid on the shares during any part or parts of the period in respect of which the dividend is paid. For the purposes of this Article, no amount paid on a share in advance of calls shall be treated as paid on the share.

116. **CURRENCY AND PAYMENT OF DIVIDENDS**

- 116.1 Any dividend or other moneys payable in cash on or in respect of a Share may be paid by cheque or warrant sent by post to the registered address of the member or person entitled to the same (or, if two or more persons are registered as joint holders of the share or are entitled to the same in consequence of the death or bankruptcy of the holder or otherwise through the operation of law, to any one of such persons) or to such person and/or such address as such member or person or persons may in writing direct or may be paid by such other means as the Directors may determine or think fit. Every such cheque or warrant shall be made payable to the order of the person or persons to whom it is sent or to such other person or persons as the person or persons entitled may in writing direct. Payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person(s) entitled to the money represented by the same. If such cheque or warrant has been or shall be alleged to have been lost, stolen or destroyed, the Directors may, at the request of the person entitled to such cheque or warrant, issue a replacement cheque or warrant subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Directors may think fit.
- 116.2 Subject to the provisions of these Articles and to the rights attaching to, or the terms of issue of, any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Directors may determine.
- 116.3 If any dividend or other moneys are to be paid in a currency other than sterling, the Directors may make such provisions as they think fit to enable such payment to be made, including making arrangements to enable payment to be made in the relevant currency or currencies for value on the date due for payment or on such later date as the Directors may decide.
- 116.4 Where a dividend is to be paid in a currency or currencies other than sterling, the rate of exchange to be used to calculate the relevant amount of foreign currency shall be such market rate selected by the Directors as they shall consider appropriate, ruling at any time between the close of business in London on the business day immediately preceding the day on which the Directors publicly announce their intention to pay or recommend (as the case may be) the relevant dividend and the close of business on the day on which that dividend is paid.

116.5 The Company may cease to send any cheque, warrant or order by post for any dividend on any shares which is normally paid in that manner if, in respect of at least two consecutive dividends payable on those shares, the cheque, warrant or order has been returned undelivered or remains uncashed or if the cheque, warrant or order for any dividend has been returned undelivered or remains uncashed and reasonable enquiries have failed to establish any new address for or in respect of the member. Subject to the provisions of these Articles, the Company shall recommence sending cheques, warrants or orders in respect of the dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.

117. **JOINT HOLDERS**

If two or more persons are registered as joint holders of any Share, or are entitled jointly to a Share in consequence of the death or bankruptcy of the holder or otherwise through the operation of law, any one of them may give a good receipt for any dividend or other moneys payable, or property distributable, on or in respect of the share.

118. **RECORD DATE**

Subject to the rights attaching to, or the terms of issue of any Shares, a resolution providing for the payment or making of any dividend on any shares of any class or any distribution, allotment or issue to the holders of any shares of any class (whether a resolution of the Company in General Meeting or a resolution of the Directors or otherwise) may specify that the same shall be payable or be made to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that such date may be a date prior to that on which the resolution is passed. Such dividend, distribution, allotment or issue shall then be payable or due to them in accordance with their respective registered holdings, but shall not, of itself, prejudice the rights between transferors and transferees of any such Shares in respect of such dividend, distribution, allotment or issue.

119. **NO INTEREST ON DIVIDENDS**

Subject to the rights attaching to, or to the terms of issue of any Shares and subject to Article 4.2, the Company shall not be obliged to pay interest on any dividend or other moneys payable on or in respect of a Share.

120. **RETENTION OF DIVIDENDS**

120.1 The Directors may retain any dividend or other moneys payable on or in respect of a Share on which the Company has a lien and may apply the same in or towards satisfaction of the moneys payable to the Company in respect of that Share.

120.2 The Directors may retain the dividends payable upon Shares in respect of which any person is, under the provisions of these Articles dealing with the transmission of shares, entitled to become a member, or which any person is under those provisions entitled to transfer those Shares, until such person shall become a member in respect of such Shares or shall transfer the same.

121. **UNCLAIMED DIVIDENDS**

The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a Share into a separate account shall not constitute the Company a trustee of the moneys paid in. Any dividend unclaimed after a period of 12 years from the due date for

payment of such dividend shall be forfeited and shall revert to the Company.

122. **WAIVER OF DIVIDENDS**

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 through the operation of law) and delivered to the Company and if, or to the extent that, the same is accepted as such or acted upon by the Company

123. **SCRIP DIVIDENDS**

123.1 Directors may, with the prior approval of an ordinary resolution of the Company, offer the holders of, and persons entitled by transmission to, Ordinary Shares the right to elect to receive additional Ordinary Shares credited as fully paid ("additional Ordinary Shares") instead of cash in respect of all or part of any dividend or dividends proposed to be paid or declared at any time prior to or at the next following Annual General Meeting upon (subject as set out in this Article 123) such terms and conditions (including, without limitation, terms and conditions providing for the inclusion in, or exclusion from, such right to elect of the holders of share warrants) as may be specified in such ordinary resolution or otherwise decided upon by the Directors.

123.2 The Directors may in their absolute discretion suspend or withdraw (whether temporarily or otherwise) any offer previously made to Ordinary Shareholders to elect to receive additional Ordinary Shares at any time prior to the allotment of the additional Ordinary Shares and may do such acts and things considered necessary or expedient with regard to, or in order to effect, any such suspension or withdrawal.

123.3 When a right to elect is to be offered to holders of Ordinary Shares pursuant to this Article, the Directors shall notify such holders of that right and shall make available or provide to such holders forms of election (in such form as the Directors may approve) in order to exercise such right. Such forms may also provide for the right to elect to receive additional Ordinary Shares instead of cash in respect of future dividends not yet declared or resolved upon (and accordingly in respect of which the basis of allotment has not yet been decided upon) as well as in respect of the relevant dividend. The Directors shall also specify the procedures to be followed in order to exercise any such right or rights of election and, where applicable, to vary or revoke any such right or rights.

123.4 The basis of allotment shall be determined by the Directors so that each holder of Ordinary Shares who elects to receive additional Ordinary Shares shall be entitled to receive such number of additional Ordinary Shares, calculated at the Relevant Price for each such share, as is nearly as possible equal to (but not in excess of) the cash amount (disregarding any tax credit) of the relevant dividend which such holder would otherwise have received. For the purposes of this Article 123, the "Relevant Price" of an additional Ordinary Share shall be such price as is equal to the average of the middle market prices for the Ordinary Shares, ascertained by reference to the Daily Official List of the London Stock Exchange during the period of five dealing days commencing on the day when such Ordinary Shares are first quoted "ex" the relevant dividend or to the par value of an Ordinary Share (whichever is the higher). No member may receive a fraction of an Ordinary Share.

123.5 The cash amount of a dividend (or of the relevant part of that dividend) on Ordinary Shares in respect of which an election to receive additional Ordinary Shares has been made shall not be payable and in lieu additional Ordinary Shares shall be allotted to the relevant holders on the basis of allotment determined under Article 123.4. For such

purpose, the Directors may (without limiting or restricting in any way their powers under Article 124) capitalise out of such of the sums standing to the credit of any of the Company's reserve accounts (including any share premium account or capital redemption reserve) or profit and loss account as the Directors may determine a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted and shall apply the same in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution credited as fully paid to the relevant holders of Ordinary Shares.

- 123.6 The provisions of Article 124.3 shall apply (with appropriate modifications) to any capitalisation made pursuant to this Article 123.
- 123.7 The additional Ordinary Shares so allotted shall rank equally in all respects with the fully paid Ordinary Shares then in issue save only as regards participation in the relevant dividend (or share election in lieu).
- 123.8 The Directors may on any occasion determine that rights of election shall be subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to any legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory. In any such case, the preceding provisions of this Article shall be construed accordingly.
- 123.9 The Directors shall apply to the London Stock Exchange for the additional Ordinary Shares so allotted to be admitted to trading the London Stock Exchange

#### 124. **CAPITALISATION OF PROFITS AND RESERVES**

- 124.1 The Directors may, with the sanction of an ordinary resolution of the Company, capitalise any undivided profits of the Company not required for paying any preferential dividend or any sum standing to the credit of any of the Company's reserve accounts (including any share premium account, capital redemption reserve or other undistributable reserve) or any sum standing to the credit of profit and loss account.
- 124.2 Such capitalisation shall be effected by allocating such sum to the holders of Ordinary Shares (who shall include, if the Directors so decide and on such terms and conditions as they may decide, holders of share warrants) on the Register at the close of business on the date of the resolution (or on such other date as may be specified in, or determined as provided for by, the resolution) in proportion to their then holdings of Ordinary Shares and using such sum on their behalf in paying up in full unissued Ordinary Shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being in issue, unissued shares of any other class which are not redeemable shares) for allotment and distribution, credited as fully paid up, to them as bonus shares in the relevant proportion.
- 124.3 The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation and in particular shall have full power to make such provisions as they think fit for any fractional entitlements which would or might arise (including provisions whereby fractional entitlements are disregarded or the benefit of the same accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter, on behalf of all the members interested, into an agreement with the Company providing for any such capitalisation and incidental matters; any such agreement shall be effective and binding on all concerned.

#### 125. **EMPLOYEES' SHARE SCHEMES**

125.1 Where pursuant to an employees' share scheme (within the meaning of Section 743 of the Act) the Company has granted options to subscribe for Ordinary Shares on terms which provide (inter alia) for adjustments to the subscription price payable on the exercise of such options or to the number of shares to be allotted upon such exercise in the event of any increase or reduction in or other reorganisation of the Company's issued share capital and an otherwise appropriate adjustment would result in the subscription price for any share being less than its nominal value, then, subject to the provisions of the Statutes, the Directors may, on the exercise of any of the options concerned and payment of the subscription price which would have applied had such adjustment been made, capitalise any profits or reserves (including share premium account and capital redemption reserve) to the extent necessary to pay up the unpaid balance of the nominal value of the shares which fall to be allotted on the exercise of such options and to apply such amount in paying up such balance and allot shares fully paid up accordingly.

125.2 The provisions of Article 124 relating to the capitalisation of profits shall apply mutatis mutandis to this Article 125 (but as if the authority of an ordinary resolution was not required).

## **ACCOUNTS**

### **126. ACCOUNTING RECORDS**

Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes and specifically Section 386 of the 2006 Companies Act shall be kept at the Office, or at such other place as the Directors think fit. Such records shall always be open to inspection by the officers of the Company but no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.

## **AUDITORS**

### **127. VALIDITY OF AUDITOR'S ACTS**

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

### **128. AUDITOR'S RIGHT TO ATTEND GENERAL MEETINGS**

An 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.

### **129. NOTICES**

#### **Service of notice by the Company**

129.1 Any notice or document (including a share certificate) may be given or delivered by the Company to any member entitled to receive such notice by the Company either:

(1) personally; or

(2) by sending it through the post in a prepaid envelope addressed to such member at his registered address as appearing in the Register or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices, or by delivering it to such address addressed as aforesaid; or.

129.2 The Company may also, subject to the provisions of the Statutes give or send to any members any notice or other document (excluding a share certificate or other document of title):

(1) in Electronic Form where the Company and that member have agreed to the use of Electronic Form for sending copies of documents to the member and:

(a) the documents are documents to which the agreement applies and;

(b) copies of the documents, if sent by Electronic Means, are sent to such Address (or to one of such Addresses if more than one) as may for the time being be notified by the Member to the Company for that purpose; or

(2) by making such notice or other document available on a website where the Company and that member have agreed or in accordance with the Statutes, that member is deemed to have agreed to any notice or other document being sent to the member in that way and:

(a) the documents are documents to which the agreement applies; and

(b) the member is notified in accordance with the provisions of the Statutes of:

(i) the presence of the documents on the website;

(ii) the address of that website; and

(iii) the place on the website where the documents may be accessed and how they may be accessed.

129.3 Subject to the Statutes, a member will be deemed to have agreed to any notice or other document being sent to the member by making it available on a website if:

(1) the member has been asked individually by the Company to agree that the Company may send or supply documents or information generally, or the documents or information in question, to him by means of a website; and

(2) The Company has not received a response within the period of 28 days beginning with the date on which the company's request was sent.

### **Joint holders**

129.4 In respect of joint holdings all notices shall be given to the joint holder whose name stands first in the Register in respect of such joint holding, and notice so given shall be sufficient notice to all the joint holders. For such purpose a joint holder having no registered address in the United Kingdom for the service of notices or an Address for the service of notices by Electronic Means, shall be disregarded and shall not be entitled to receive notices or other documents from the Company.

### **Members resident abroad**

- 129.5 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 or an Address for the service of notices by Electronic Means, shall not be entitled to receive any notices or other documents from the Company

#### **Presence at meeting evidence in itself of receipt of notice**

- 129.6 A member present either in person or by proxy, at any meeting of the Company or of the holders of any class of shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

#### **Notice given by advertisement in certain circumstances**

- 129.7 Any notice to be given by the Company to the members or any of them, and not provided for by or pursuant to these Articles or by the Statutes, shall be sufficiently given if given by advertisement inserted once in at least one national newspaper published in the United Kingdom

#### **When notice deemed served**

- 129.8 Where a notice or other document is given or sent by post it shall be deemed to have been given or delivered 24 hours after it was posted unless it was sent by second class post in which case it shall be deemed to have been given 48 hours after it was posted. In proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, prepaid and posted.

- 129.9 A notice given by advertisement shall be deemed to have been given or served on the day on which the advertisement appears.

- 129.10 Any notice or other document delivered or left at a registered address or an address for the service of notices otherwise than by post, shall be deemed to have been served or delivered on the day it was so delivered or left.

- 129.11 Where a notice or other document is given or sent using in Electronic Form it shall be deemed to have been given or delivered:

(1) if by Electronic Means, at the expiration of 48 hours from the time it was sent to an Address supplied by the member for that purpose. In proving such service it shall be sufficient to prove that the notice or document was sent in accordance with the ICSA Guidelines; or

(2) where that notice or other document is in electronic format (such as CD-ROM or audiotape) and sent by post, 24 hours after it was posted unless it was sent by second class post in which case it shall be deemed to have been given 48 hours after it was posted. In proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, prepaid and posted.

- 129.12 Where a notice or other document to be given or sent using Electronic Means has failed to be transmitted after three attempts made in accordance with the ICSA Guidelines then, that notice or other document shall nevertheless be deemed to have been sent for the purposes of Article 129.11 and without prejudice to Article 129.8 that failure shall not invalidate any meeting or other proceeding to which the notice or document relates. As soon as practicable and in any event within 48 hours of the original attempt a duplicate of the relevant notice or other document shall be sent through the post to the member to his last known address for the service of notices.

129.13 A notice or document given or sent to a member by making it available on a website shall be deemed to have been given or sent when the material was first made available on the website, or if later, when notice of availability of the document was deemed to have been given or sent in accordance with Article 129.11.

#### **Manner of giving notice of General Meetings**

129.14 Notice of every General Meeting shall, subject to the provisions of these Articles, be given in any manner authorised in these Articles to:

- (1) every member entitled to notice under Articles 129.1 to 129.3
- (2) all persons entitled to a share in consequence of death or bankruptcy of a member in accordance with Article 129.9
- (3) the Auditors for the time being of the Company; and
- (4) the Directors and alternate Directors of the Company.

129.15 No other person shall be entitled to receive notices of General Meetings.

#### **Omission or non-receipt of notice**

129.16 The accidental failure to send any notice or other document to or the non-receipt of any notice or other document by any person entitled to any notice of, or other document relating to, any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

#### **Service of notice on person entitled by transmission**

129.17 A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address within the United Kingdom for the service of notices and, if he wishes, an address for the service and delivery of Electronic Communications, shall be entitled to have served upon or delivered to him at such address any notice or document to which the member (but for his death or bankruptcy) would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to a member in accordance with these Articles shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or first-named joint holder.

#### **Notice when post not available**

129.18 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company desires to but is unable effectively to convene a General Meeting by notices sent through the post then, notwithstanding the availability of any other method of giving or delivering notices under Article 129.2, a General Meeting may be convened by a notice advertised on the same date in at least one national newspaper published in the United Kingdom and such notice shall be deemed to have been duly served on all members entitled thereto on whom the

Company would otherwise have served the relevant notice by post at noon on the day on which the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post to all members on whom it would otherwise have served the original 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.

#### **Power to stop sending notices to untraced shareholders**

129.19 If on three consecutive occasions notices have been sent in either or a combination of the following circumstances:

(1) through the post to any member at his registered address or his address for the service of notices but have been returned undelivered; or

(2) using Electronic Means to any member at the Address supplied by the member for that purpose but have failed to be transmitted and any duplicate notices sent through the post pursuant to Article 129.8 have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing to the Office a new registered address or address within the United Kingdom for the service of notices to which notices may be sent by Electronic Means.

#### **Service of notice to the Company**

129.20 Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter addressed to the Company, or to such officer, at the Office (or to such other place in the United Kingdom as is specified in the document by the Company), or may be given by Electronic Means to an Address for the time being notified by the Company for that purpose to the person giving the notice.

129.21 Where a document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter.

129.22 Subject to any other provisions contained in these Articles, any amendment or revocation of a notification given to the Company under this Article 129.12 shall only take effect if in writing, signed or otherwise Authenticated by the member and on actual receipt by the Company thereof.

129.23 An Electronic Communication shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

#### **130. STATUTORY REQUIREMENTS AS TO NOTICES**

Nothing in Article 129 shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.

#### **WINDING UP**

#### **131. DIRECTORS' POWER TO PETITION**

Subject to the provisions of the Statutes the Directors 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.

132. **DISTRIBUTION OF ASSETS IN SPECIE**

If the Company is wound up (whether the liquidation is voluntary, under supervision, or by the Court) the liquidator may, with the authority of a special resolution, divide among the members in specie or in kind the whole or any part of the assets of the Company (whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds). The liquidator may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may also, with the authority of a special resolution, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator (with the authority of a special resolution) shall think fit, and the liquidation of the Company may be closed and the Company dissolved. No contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

133. **DESTRUCTION OF DOCUMENTS**

133.1 The Company shall be entitled to destroy all forms of transfer or other documents which have been registered or on the basis of which registration was made at any time after the expiry of six years from the date of registration of the same. The Company shall also be entitled to destroy all dividend mandates and notifications of change of address at any time after the expiry of two years from the date of recording the same and all share certificates which have been cancelled at any time after the expiry of one year from the date of the cancellation of the same. Any such document may be disposed of in any way.

133.2 Every document destroyed under the provisions of this Article 133 shall conclusively be regarded as a valid and effective document, duly and properly registered (in the case of a form of transfer) or cancelled (in the case of a share certificate) or recorded (in the case of any other document). Every entry in the Register or in any other books or records of the Company made or recorded from any such document shall conclusively be regarded as having been duly and properly made.

133.3 The provisions of Article 133.3 shall apply only to a document destroyed in good faith, where the Company has not been notified of any claim (regardless of the parties to the document) to which the document might be relevant.

133.4 The provisions of this Article 133 shall not impose upon the Company any liability in respect of the destruction of any document before the expiry of any period referred to in Article 133.1 or in any other circumstances which would not attach to the Company in the absence of this Article.

134. **EMPLOYEES**

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

**INDEMNITY AND INSURANCE**

135. **INDEMNITY**

Subject to the provisions of and so far as may be consistent with the Statutes, every Director, auditor, Secretary or other officer of the Company shall be indemnified by the Company out of its own funds against, and/or exempted by the Company from, all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office. Such indemnity or exemption may relate to (without limitation) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

136. **INSURANCE**

137.1 Without restricting or reducing in any way the scope of Article 135 and to the extent permitted by law, the Directors shall have power to purchase and maintain insurance for, or for the benefit of, any persons who are or were at any time Directors, officers, employees or auditors of any Associated Company (as defined in Article 137.2) or who are or were at any time trustees of any pension fund or employees' share scheme in which employees of any Associated Company are interested, (including, without limitation, insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to any Associated Company, or any such pension fund or employees' share scheme).

137.2 In this Article 137, "Associated Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or any such holding company or any of the predecessors of the Company or of any such holding company has or had any interest (whether direct or indirect) or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.