

**Company No. 05780581**

**ARTICLES OF ASSOCIATION**  
**of**  
**NORTHERN BEAR Plc**  
**(Proposed for adoption**  
**by a special resolution to be passed on 29 October 2009)**

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**PUBLIC COMPANY LIMITED BY SHARES**

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Company No. 3596379

THE COMPANIES ACTS 1985 TO 2006

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PUBLIC COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

NORTHERN BEAR Plc

(Proposed for adoption, with effect from 1 October 2009,  
by a special resolution to be passed on ●)

PRELIMINARY

1. **Exclusion of Table A**

The regulations contained in Table A in the schedule to The Companies (Tables A to F) Regulations 1985, the regulations contained the Companies (Model Articles) Regulations 2008 and any similar regulations in any other legislation relating to companies shall not apply to the Company.

2. **Definitions and interpretation**

In these articles of association, unless the context otherwise requires:

2.1 the following words and expressions shall have the following meanings

|   |   |
|---|---|
| <b>"Act"</b>  | means the Companies Act 2006;   |
| <b>"address"</b>                                    | shall, in any case where electronic form is permitted by or pursuant to these Articles or the Act, include a number or address used for the purpose of sending or receiving documents or information by electronic means but, in any other case, shall not include any number or address used for such purpose; |
| <b>"Articles"</b>                                   | means these articles of association, as altered from time to time;  |
| <b>"Auditors"</b>                                   | means the auditors for the time being of the Company;   |
| <b>"clear days' notice"</b>                         | means that the notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given or on which it is to take effect;   |
| <b>"Directors"</b>                                  | means the directors for the time being of the Company, or, as the case may be, the board of directors for the time being of the Company or the persons present at a duly convened meeting of the board of directors or any duly authorised committee thereof at which a quorum is present;                      |
| <b>"dividend"</b>                                   | includes bonus;   |
| <b>"electronic form"</b> and<br><b>"electronic"</b> | shall, where the context so admits, have the same meaning as in the Act;  |
| <b>"London Stock Exchange"</b>                      | means London Stock Exchange plc;  |
| <b>"Member"</b>                                     | means a member of the Company;  |

|  |  |
|--|--|
| <b>"month"</b>   | means a calendar month;  |
| <b>"Office"</b>  | means the registered office for the time being of the Company;   |
| <b>"Operator"</b>  | a person approved under the Regulations as operator of a relevant system;  |
| <b>"paid up"</b>   | includes credited as paid up;  |
| <b>"properly authenticated dematerialised instruction"</b> | shall have the same meaning as in the Regulations;   |
| <b>"recognised clearing house"</b>                         | shall have the same meaning as in the Financial Services and Markets Act 2000;   |
| <b>"recognised investment exchange"</b>                    | shall have the same meaning as in the Financial Services and Markets Act 2000;   |
| <b>"Register"</b>  | means the register of members of the Company required to be kept by the Statutes;  |
| <b>"Regulations"</b>                                       | means the Uncertificated Securities Regulations 2001;  |
| <b>"relevant system"</b>                                   | shall have the same meaning as in the Regulations;   |
| <b>"Seal"</b>  | means the common seal of the Company or any official or securities seal that the Company may have or be permitted to have under the Statutes;  |
| <b>"Secretary"</b>   | includes a joint, deputy or assistant secretary and any person appointed by the Directors to perform the duties of the secretary of the Company;   |
| <b>"Statutes"</b>  | means the Companies Act 1985, the Companies Act 1989, the Act, the Regulations, and every other statute or subordinate legislation for the time being in force concerning companies and affecting the Company; |
| <b>"Subsidiary"</b>  | means a subsidiary and/or subsidiary undertaking of the Company as each of the terms are defined in the Act;   |
| <b>"treasury shares "</b>                                  | shall be construed in accordance within section 724(5) of the Act;   |
| <b>"United Kingdom"</b>                                    | means Great Britain and Northern Ireland; and  |
| <b>"in writing" and "written"</b>                          | includes printing, lithography, typewriting, photography and other modes of representing or reproducing words in visible form, whether sent or supplied in electronic form or otherwise;                       |

- 2.2 words importing the singular number only shall include the plural and vice versa;
- 2.3 words importing the masculine gender only shall include the feminine gender and vice versa;
- 2.4 words importing individuals and words importing persons shall include bodies corporate and unincorporated associations;
- 2.5 any reference herein to the provisions of any statute or of any subordinate legislation shall include any amendment or re-enactment (with or without amendment) thereof for the time being in force;
- 2.6 subject as aforesaid, words and expressions defined in the Statutes or the Regulations shall bear the same meanings in these Articles;
- 2.7 a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles;
- 2.8 references herein to a share being in uncertificated form are references to that share being an uncertificated unit of a security; and
- 2.9 headings to these Articles are for convenience only and shall not affect construction.

## REGISTERED OFFICE

### 3. **Registered office**

The registered office of the Company is to be situated in England and Wales.

## SHARES

### 4. **Limited Liability**

The liability of the members of limited.

### 5. **Rights attaching to shares**

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such rights (including preferred, deferred or other special rights) or such restrictions, whether in regard to dividend, voting, return of capital 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).

### 6. **Redemption and purchase of shares**

Subject to the provisions of the Statutes and to any rights conferred in the holders of any other shares, any shares may be issued on the terms that they are, or at the option of the Company or a Member are liable, to be redeemed on such terms and in such manner as may be determined by the Board (and if so fixed, the date or dates must be fixed before the shares are allotted).

### 7. **Financial assistance**

The Company may give financial assistance for the acquisition of shares in the Company, to the extent that it is not restricted by the Statutes.

### 8. **Payment of commission and brokerage**

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

### 9. **Unissued shares**

Save as otherwise provided in the Statutes or in these Articles, all unissued shares (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may (subject to the provisions of the Statutes) allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of them to such persons at such times and generally on such terms and conditions as they may determine. 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, recognise a renunciation thereof by the allottee in favour of some other person and may accord 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.

### 10. **Recognition of trusts**

Except as required by law or pursuant to the provisions of these Articles, no person shall be recognised by the Company as holding any share upon any trust and (except only as by these Articles or by law otherwise provided or under an order of a court of competent jurisdiction) the Company shall not be bound by or be compelled in any way to recognise any interest in any share or any interest in any share or any other rights in respect of any share, except an absolute right to the entirety thereof in the registered holder.

## SHARE CERTIFICATES

### 11. **Uncertificated shares**

11.1 Unless otherwise determined by the Directors and permitted by the Regulations, no

person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument by virtue of the Regulations. Notwithstanding any provisions of these Articles, the Directors shall have power to implement any arrangements they may, in their absolute discretion, think fit in relation to the evidencing of title to and transfer of an uncertificated share (subject always to the Regulations and the facilities and requirements of the relevant system concerned). No provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the holding of shares in uncertificated form.

- 11.2 Conversion of a certificated share into an uncertificated share, and vice versa, may be made in such manner as the Directors may, in their absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned).
- 11.3 The Company shall enter on the Register how many shares are held by each Member in uncertificated form and in certificated form and shall maintain the Register in each case as required by the Regulations and the relevant system concerned. Unless the Directors otherwise determine, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings.
- 11.4 A class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Regulations which applies only in respect of certificated or uncertificated shares.
- 11.5 The Company shall be entitled, in accordance with regulation 32(2)(c) of the Regulations, to require the conversion of an uncertificated share into certificated form to enable it to deal with that share in accordance with any provision in these Articles (including, in particular, Articles 50 to 53 (inclusive), 55 and 73).
- 11.6 The provisions of Articles 12 to 15 (inclusive) shall not apply to uncertificated shares.

## 12. **Share certificates and right to share certificates**

- 12.1 Every share certificate shall specify the number and class and the distinguishing number (if any) of the shares to which it relates and the amount paid up thereon. No certificate shall be issued relating to shares of more than one class.
- 12.2 Subject to Article 11, every person (other than a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) upon becoming the holder of a certificated share and whose name is entered as a Member on the Register shall be entitled (without payment) to receive, within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide), one certificate for all the certificated shares registered in his name (or, in the case of shares of more than one class being registered in his name, a separate certificate for each class of certificated share so registered). Where a Member (except such a clearing house or nominee) transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of certificated shares of that class retained by him.
- 12.3 If a Member shall require additional certificates he shall pay for each additional certificate such reasonable sum (if any) as the Directors may determine.

## 13. **Share certificate of joint holders**

In respect of certificated shares of one class held jointly by more than one person, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for such shares to the person first named on the Register in respect of such shares shall be sufficient delivery to all such holders.

## 14. **Replacement of share certificates**

If any certificate shall:

- 14.1 be worn out or defaced then, upon delivery thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof; and

14.2 be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity with or without security as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

**15. Payment for share certificates**

Every certificate issued under the last preceding Article shall be issued without payment, but there shall be paid to the Company such exceptional out-of-pocket expenses of the Company in connection with the request (including, without limiting the generality of the foregoing, the investigation of such request and the preparation and execution of any such indemnity or security) as the Directors think fit.

**16. Execution of share certificates**

16.1 Every certificate shall be executed by the Company in such manner as the Board, having regard to the Statutes and the listing requirements of the competent authority, may authorise.

16.2 The Board may by resolution decide, either generally or in any particular case or cases, that any signatures on any certificates for shares or any other form of security at anytime issued by the Company need not be autographic but may be applied to the certificates by some mechanical means or may be printed on them or that the certificates need not be signed by any person.

## **VARIATION OF RIGHTS**

**17. Variation of class rights**

If at any time the share capital is divided into different classes of shares, the rights attached to any class or any of such rights may, subject to the provisions of the Statutes, whether or not the Company is being wound up, be abrogated or varied 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 general meeting of the holders of the shares of that class.

**18. Separate general meetings**

To every such separate general meeting the provisions of Chapter 3 of Part 13 of the Act (excluding sections 303 to 306) and the provisions of these Articles relating to general meetings shall, mutatis mutandis (so far as applicable) apply, subject to the following provisions:

18.1 the necessary quorum at any such meeting, other than an adjourned meeting, shall be two persons present holding at least one-third in nominal value of the issued shares of the class in question (excluding any shares of that class held as treasury shares) and at an adjourned meeting one person present holding shares of the class in question;

18.2 any holder of shares of the class in question present in person or by proxy may demand a poll; and

18.3 the holder of shares of the class in question shall, on a poll, have one vote in respect of every share of such class held by him.

For the purposes of Article 18.1 above, where a person is present by proxy or proxies, he is treated as holding only the shares in respect of which those proxies are authorised to exercise voting rights.

**19. Issues of further shares**

Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares shall, unless otherwise expressly provided by the terms of issue of the shares of that class or by the terms upon which such shares are for the time being held, be deemed not to be modified, abrogated or varied by the creation or issue of further shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued.

**20. Variation of rights attaching to only some shares of a class**

The provisions of Articles 17 to 19 shall apply to the variation or abrogation of the special rights

attaching to some only of the shares of any class as if such group of shares of the class differently treated formed a separate class..

## **CALLS ON SHARES**

### **21. Calls**

The Directors may, subject to the terms of allotment thereof, from time to time make such calls upon the Members as they think fit in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and each Member shall (subject to receiving at least fourteen 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. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

### **22. Timing and payment of calls**

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 required to be paid by instalments.

### **23. Liability of joint holders**

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

### **24. Interest due on non-payment of calls**

If a sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the person from whom it is due shall pay:

24.1 interest on the sum at such rate (not exceeding fifteen per cent. per annum) as the Directors may determine (from the day appointed for the payment thereof until the actual payment thereof); and

24.2 all expenses that may have been incurred by the Company by reason of such nonpayment; but the Directors may, if they shall think fit, waive the payment of such interest and expenses or any part thereof.

### **25. Deemed calls**

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable (and in case of nonpayment 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).

### **26. Power to differentiate between holders**

The Directors may, on the issue of shares, make arrangements for a difference between the holders of such shares in the amounts of calls to be paid and in the times of payment of such calls.

### **27. Payment of calls in advance**

The Directors may (if they think fit):

27.1 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 by way of premium, uncalled and unpaid upon any shares held by him; and

27.2 upon all or any of the moneys so paid in advance (until the same would, but for such advance, become presently payable), pay interest at such rate, not exceeding (unless the Company in general meeting shall otherwise direct) twelve per cent. per annum, as may be agreed upon between the Directors and the Member paying such moneys in advance.

## **FORFEITURE AND LIEN**

### **28. Notice if call or instalment not paid**

If any Member fails to pay any call or instalment in full on or before the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid (together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment).

### **29. Form of notice**

The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which, and the place where, such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited.

### **30. Forfeiture for non-compliance**

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may, at any time thereafter and before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall extend to all dividends declared and other moneys payable in respect of the shares so forfeited and not actually paid before such forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Directors. The Directors may accept a surrender of any share liable to be forfeited hereunder upon such terms and conditions as they think fit.

### **31. Notice after forfeiture**

When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share (or the person entitled to the share by transmission) and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture or surrender shall be invalidated by any failure to give such notice or make such entry as aforesaid.

### **32. Disposal of forfeited shares**

Subject to the Statutes, a share so forfeited or surrendered shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender (as the Directors think fit), provided that

32.1 the Company shall not exercise any voting rights in respect of such share; and

32.2 any such share not disposed of in accordance with the foregoing within a period of three years from the date of its forfeiture or surrender shall thereupon be cancelled in accordance with the provisions of the Statutes.

For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the share so sold or otherwise disposed of to the purchaser thereof or other person becoming entitled thereto.

### **33. Annulment of forfeiture**

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

### **34. Continuing liability**

Any person whose shares have been forfeited or surrendered shall cease to be a Member in respect of those shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of the forfeiture or surrender, were payable by him to the Company in respect of the shares, together with interest thereon at such rate (not exceeding fifteen per cent. per annum) as the Directors may determine from the time of forfeiture or surrender until the time of

payment provided that his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares (together with interest as aforesaid). The Directors may, if they shall think fit, waive the payment of such interest or any part thereof. The Company may enforce payment of such moneys without being under any obligation to make any allowance for the value of the shares forfeited or surrendered or for any consideration received on their disposal.

**35. Lien on partly-paid shares**

The Company shall have a first and paramount lien on every share (not being a fully-paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share provided that the Directors may at any time waive any lien which has arisen and may declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all amounts payable in respect of it.

**36. Enforcement of lien by sale**

The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien provided that no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing:

36.1 stating, and demanding payment of, the sum presently payable; and

36.2 giving notice of intention to sell in default of such payment;

has been given to the registered holder for the time being of the share (or the person entitled thereto by reason of his death or bankruptcy or otherwise by operation of law).

**37. Application of sale proceeds**

The net proceeds of such sale, after payment of the costs thereof, shall be received by the Company and applied in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

**38. Statutory declaration**

A statutory declaration in writing that the declarant is a Director or the Secretary of the Company 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 therein against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together with (in the case of certificated shares, the share certificate delivered to a purchaser or allottee thereof) shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

## **TRANSFER OF SHARES**

**39. Transfers of uncertificated shares**

All transfers of uncertificated shares shall be made in accordance with and be subject to the provisions of the Regulations and the facilities and requirements of the relevant system and, subject thereto, in accordance with any arrangements made by the Directors pursuant to Article 11.1.

**40. Form of transfer**

40.1 All transfers of certificated shares shall be effected by instrument in writing in any usual or common form or any other form which the Directors may approve.

40.2 The instrument of transfer of any certificated share in the Company shall be signed by or on behalf of the transferor (and, in the case of a share which is not fully paid, shall also be

signed by or on behalf of the transferee). In relation to the transfer of any share (whether a certificated or an uncertificated share) the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

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

**41. Right to decline registration**

Subject to Article 73, the Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share which is not a fully-paid share (whether certificated or uncertificated) provided that, where any such shares are admitted to the Official List of the Financial Services Authority or admitted to the AIM Market of London Stock Exchange, such discretion may not be exercised in a way which the Financial Services Authority or the London Stock Exchange regards as preventing dealings in the shares of the relevant class or classes from taking place on an open and proper basis. The Directors may likewise refuse to register any transfer of a share (whether certificated or uncertificated), whether fully-paid or not, in favour of more than four persons jointly.

**42. Further rights to decline registration**

In relation to a certificated share, the Directors may decline to recognise any instrument of transfer unless:

42.1 the instrument of transfer is left at the Office (or at such other place as the Directors may from time to time determine), accompanied by the certificate(s) of the shares to which it relates (save where the transfer is by a recognised clearing house or its nominee or by a recognised investment exchange, in which event a share certificate is only needed if a certificate has been issued for the shares in question) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and

42.2 the instrument of transfer is in respect of only one class of share.

**43. Notice of refusal to register**

If the Directors refuse to register a transfer they shall, in the case of certificated shares, within two months after the date on which the transfer was lodged with the Company (or in the case of uncertificated shares the date on which the Operator instruction was received), send to the transferee notice of the refusal and (except in the case of fraud) return to him the instrument of transfer (or, in the case of uncertificated shares, notify such person as may be required by the Regulations and the requirements of the relevant system concerned). The Directors must send to the transferee such further information about the reasons for the refusal as the transferee may reasonably request.

**44. No fee for registration**

No fee shall be charged by the Company on the registration of any instrument of transfer, probate, letters of administration, certificate of death or marriage, power of attorney, renunciation of a renounceable letter of allotment, stop notice or other document or instruction relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

**45. Destruction of documents**

The Company shall be entitled to destroy:

45.1 any instrument of transfer (which phrase, together with references to documents, shall for the purposes of this Article 45 include electronically generated or stored communications in relation to the transfer of uncertificated shares and any electronic or tangible copies of the same) or other document which has been registered, or on the basis of which registration was made, at any time after the expiration of six years from the date of registration thereof;

45.2 any dividend mandate or any variation or cancellation thereof or any notification of change of address (which shall include, in relation to communications in electronic form, any number or address used for the purposes of such communications), at any time after the

expiration of two years from the date of recording thereof; and  
45.3 any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation;

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

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to any claim (regardless of the parties thereto);
- (b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled;
- (c) references in this Article to instruments of transfer shall include, in relation to uncertificated shares, instructions and/or notifications made in accordance with the relevant system concerned relating to the transfer of such shares;
- (d) references in this Article to the destruction of any document include references to its disposal in any manner; and
- (e) in relation to uncertificated shares, the provisions of this Article shall apply only to the extent the same are consistent with the Regulations.

## **TRANSMISSION OF SHARES**

### **46. Transmission on death**

In case of the death of a Member, the survivor or survivors (where the deceased was a joint holder) and the legal personal representatives 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 but nothing contained in these Articles shall release the estate of a deceased Member from any liability in respect of any share which had been solely or jointly held by him.

### **47. Person entitled by transmission**

Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may, upon such evidence being produced as may from time to time properly be reasonably required by the Directors and subject as provided in these Articles, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof..

### **48. Restrictions on election**

If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be apply to the notice or transfer as if the death or bankruptcy of the Member or other event had not occurred and the notice or transfer were a transfer signed by that Member.

### **49. Rights of persons entitled by transmission**

A person becoming entitled to a share by reason of the death or bankruptcy of the holder or otherwise by operation of law shall, subject to the requirements of these Articles, be entitled to the receive (and give good discharge for) dividends and other money payable in respect of the share, except that he shall not (before being registered as a Member in respect of the share) be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company (or at separate meetings of the holders of any class of shares) . The Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer

the share, and, if the notice is not complied with within sixty days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

## **UNTRACED SHAREHOLDERS**

### **50. Power to sell shares**

The Company shall be entitled to sell, at the best price reasonably obtainable at the time of sale, any share of a Member or any share to which a person is entitled by transmission if and provided that:

- 50.1 for a period of twelve years no cheque, warrant or order sent by the Company in the manner authorised by these Articles in respect of the share in question has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission provided always that, in such period of twelve years, at least three dividends (whether interim or final) on or in respect of the share in question have become payable and no such dividend during that period has been claimed;
- 50.2 the Company has, on or after expiration of the said period of twelve years and by advertisement in both a national newspaper and a newspaper circulating in the area in which the last known address of the Member (or the address at which service of notices may be effected in the manner authorised in accordance with the provisions of these Articles) is located, given notice of its intention to sell such share (but so that such advertisements need not refer to the names of the holder(s) of the share or identify the share in question); and
- 50.3 the Company has not, during the further period of three months after the publication of such advertisements and prior to the exercise of the power of sale, received any communication from the Member or person entitled by transmission.

### **51. Power to sell further shares**

If, during any twelve year period or three month period referred to in Articles 50.1 and 50.3 (respectively), further shares have been issued in respect of those held at the beginning of such twelve year period or of any subsequently issued during such periods and all the other requirements of such Article have been satisfied in respect of the further shares, the Company may also sell such further shares.

### **52. Authority to effect sale**

- 52.1 To give effect to any sale pursuant to the previous two Articles, the Directors may
  - 52.1.1 if the shares concerned are in uncertificated form, in accordance with the Regulations, issue a written notification to the Operator requiring the conversion of the shares into certificated form; and
  - 52.1.2 authorise any person to execute, as transferor, an instrument of transfer of the said share and such instrument of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such share.
- 52.2 The transferee shall not be bound to see to the application of the purchase moneys and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company, which shall be obliged to account to the former Member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and 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.

### **53. Authority to cease sending cheques**

If either:

- (i) on two consecutive occasions, cheques, warrants or orders in payment of dividends or

other moneys payable in respect of any share have been sent through the post or otherwise in accordance with the provisions of these Articles but have been returned undelivered or left uncashed during the periods for which the same are valid or any transfer by bank or other funds transfer system has not been satisfied; or

- (ii) following one such occasion reasonable enquiries have failed to establish any new address of the registered holder;

the Company need not thereafter dispatch further cheques, warrants or orders and need not thereafter transfer any sum (as the case may be) in payment of dividends or other moneys payable in respect of the share in question until the Member or other person entitled thereto shall have communicated with the Company and supplied in writing to the Office an address for the purpose.

## **ALTERATION OF CAPITAL**

### **54. Consolidation, sub-division and cancellation**

- 54.1 The Company may, by ordinary resolution, alter its share capital in accordance with the Act.
- 54.2 A resolution to sub-divide its existing shares may determine that as between the resulting shares one or more of such shares may be given any preference or advantage or be subject to any restriction as regards dividend, capital, voting or otherwise over the others or any other of such shares.

### **55. Fractions of shares**

- 55.1 Whenever as the result of any consolidation or division of shares Members are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall think fit and, in particular, may sell the shares to which Members are so entitled in fractions, for the best price reasonably obtainable, to any person (including, subject to the provisions of the Statutes, the Company) and pay and distribute to and amongst the Members entitled to such shares in due proportions the net proceeds of the sales thereof, save for individual entitlements (net of expenses) not exceeding £3 (which may be retained for the benefit of the Company). For the purpose of giving effect to any such sale the Directors may:
- 55.1.1 in respect of certificated shares, nominate some person to execute a transfer of the shares sold on behalf of the Members so entitled, or
- 55.1.2 in respect of uncertificated shares, nominate any person to transfer such shares in accordance with the facilities and requirements of the relevant system concerned or make such other arrangements as are compatible with the relevant system concerned; or
- 55.1.3 in either case, in accordance with the directions of the buyer thereof; and may cause the name of the transferee(s) to be entered in the Register as the holder(s) of the shares comprised in any such transfer and such transferee(s) shall not be bound to see to the application of the purchase money nor shall such transferee's(s') title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 55.2 For the purposes of this Article, any shares representing fractional entitlements to which any Member would, but for this Article, become entitled may be issued in certificated form or uncertificated form.

### **56. Purchase of shares by the Company**

On any purchase by the Company of its own shares, neither the Company nor the Board shall be required to select the shares to be purchased rateable or in any manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividend or capital conferred by any class of shares.

## **GENERAL MEETINGS**

**57. Annual general meeting**

The Company shall in accordance with the Statutes, hold a general meeting as its annual general meeting. The annual general meeting shall be held at such time and place as the Directors shall appoint.

**58. General meetings**

The Directors may call a general meeting whenever it thinks fit and, on the requisition of members in accordance with the Act, it shall forthwith proceed to convene a general meeting for a date not more than 28 days after the date of the notice convening the meeting. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or, if there is no Director within the United Kingdom, any member of the Company may call a general meeting.

**NOTICE OF GENERAL MEETINGS**

**59. Length and form of notice**

59.1 An annual general meeting shall be called by not less than twenty one clear days notice and a meeting of the Company other than an annual general meeting shall be called by not less than fourteen clear days notice.

59.2 The notice shall specify:

59.2.1 if the meeting is an annual general meeting, that the meeting is an annual general meeting;

59.2.2 the place, the day and the time of meeting;

59.2.3 in the case of any special business, the general nature of that business;

59.2.4 if the meeting is convened to consider a special resolution, the intention to propose the resolution as such; and

59.2.5 with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend to speak and to vote instead of him and that a proxy need not also be a member.

59.3 Subject to the provisions of these Articles, to the rights attaching to any class of shares and to any restriction imposed on any holder, notice shall be given to to all members, the Directors and (in the case of an annual general meeting) the auditors

**60. Omission or non-receipt of notice of resolution or meeting or proxy**

The accidental failure:

60.1 to give notice of a meeting or of a resolution intended to be moved at a meeting;

60.2 or to issue an invitation to appoint a proxy with a notice where required by these Articles;

to any one or more persons entitled to receive notice or the non-receipt of notice of a meeting or of such a resolution or of an invitation to appoint a proxy by any such persons shall be disregarded for the purpose of determining whether notice of the meeting or of any resolution to be moved at the meeting is duly given.

**61. Postponement of general meetings**

If the Directors, in their absolute discretion, consider that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, they may postpone the general meeting to another date, time and/or place. When a meeting is so postponed, if practical and subject to the Acts, notice of the date, time and place of the postponed meeting shall be placed in at least two national newspapers in the United Kingdom. The Directors must take reasonable steps to ensure that any shareholder trying to attend the meeting at the original time and place is informed of the new arrangements. Notice of the business to be transacted at such postponed meeting shall not be required. If a meeting is rearranged in this way, proxy forms can be delivered, in the way required by Article 78, until 48 hours before the rearranged meeting. The Directors can also move or postpone the rearranged meeting, or both, under this Article 61.

## PROCEEDINGS AT GENERAL MEETINGS

### 62. Ordinary and special business

All business shall be deemed special that is:

- 62.1 transacted at a general meeting other than an annual general meeting and
- 62.2 transacted at an annual general meeting, with the exception of:
  - 62.2.1 declaring a dividend;
  - 62.2.2 the receiving of the annual accounts and the reports of the Directors and Auditors on those accounts;
  - 62.2.3 the appointment of Directors in place of those retiring and the election of Directors appointed since the last annual general meeting;
  - 62.2.4 the appointment of the Auditors (when special notice of the resolution for such appointment is not required by the Statutes); and
  - 62.2.5 the fixing of the remuneration of the Auditors or the determination of the manner in which such remuneration is to be fixed.

### 63. Quorum and procedure if quorum not present

- 63.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two Members present in person or by proxy and entitled to vote shall be a quorum. The appointment of a chairman of the meeting in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.
- 63.2 If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened by or upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time (being not less than fourteen days and not more than twenty eight days thereafter) and place as the chairman of the meeting shall appoint. If at such adjourned meeting a quorum is not present within half an hour from the time appointed therefor, the Member or Members present in person or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. The Company shall give not less than seven clear days' notice of any meeting adjourned for want of a quorum and the notice shall state that the Member or Members present as aforesaid shall form a quorum and shall have the power aforesaid.

### 64. Arrangements for simultaneous attendance, security and orderly conduct

- 64.1 In the case of any general meeting, the Directors may, notwithstanding the specification in the notice convening the general meeting of the place at which the chairman of the meeting shall preside (the "**Principal Place**"), make arrangements for simultaneous attendance and participation at other places by Members and proxies and others entitled to attend the general meeting but excluded from the Principal Place under the provisions of this Article 64. Such arrangements may be by means of any communication equipment provided that all persons participating in the meeting, whether at the Principal Place or elsewhere, are able to hear each other and to address each other.
- 64.2 Such arrangements for simultaneous attendance at the general meeting may include arrangements regarding the level of attendance at the other places, provided that they shall operate so that any Members and proxies excluded from attendance at the Principal Place are able to attend at one of the other places. For the purpose of all other provisions of these Articles, any such general meeting shall be treated as being held and taking place at the Principal Place.
- 64.3 The Directors may, for the purpose of facilitating the organisation and administration of any general meeting to which such arrangements apply, from time to time make arrangements, whether involving the issue of tickets (on a basis intended to afford to all Members and proxies and others entitled to attend the meeting an equal opportunity of being admitted to the Principal Place) or the imposition of some random means of selection or otherwise as they shall in their absolute discretion consider to be appropriate, and may from time to time vary any such arrangements or make new arrangements in their place. The entitlement of any

Member or proxy or other person entitled to attend a general meeting at the Principal Place shall be subject to such arrangements as may for the time being be in force, whether stated in the notice of the general meeting to apply to that Meeting or notified to the Members concerned subsequent to the provision of the notice of the general meeting.

64.4 The Directors or the chairman of the meeting or any person authorised by the Directors may direct that Members, proxies or corporate representatives wishing to attend any general meeting or anyone else permitted by the chairman of the meeting to attend should submit to such searches or other security arrangements or restrictions (including, without limitation, restrictions on items of personal property which may be taken into the meeting) as the Directors or the chairman of the meeting or such person authorised by the Directors shall consider appropriate in the circumstances. Such persons shall be entitled in their absolute discretion to refuse entry to, or to eject from, such general meeting any such person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

64.5 The Directors or the chairman of the meeting or any person authorised by the Directors may, at any meeting, take such action as is thought fit to secure the safety of the people attending the meeting and to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting and the chairman of the meeting's decision on matters of procedure or matters arising incidentally from the business of the meeting shall be final, as shall be his determination as to whether any matter is of such a nature.

#### 65. **Chairman of general meetings and casting vote**

65.1 The chairman, if any, of the board of Directors shall preside as chairman of every general meeting of the Company. If there be no such chairman, or if at any general meeting he shall not be present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Directors present shall select one of their number to be chairman of the meeting (or if no Director be present and willing to take the chair the Members present and entitled to vote shall choose one of their number to be chairman of the meeting).

65.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

#### 66. **Adjournments**

66.1 The chairman of the meeting may, at any time and without the consent of the meeting, adjourn any meeting (whether or not it has commenced or has already been adjourned or a quorum is present), with or without a fixed time or place being (at that point) assigned for such a meeting, where it appears to him that:

66.1.1 the Members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;

66.1.2 the conduct of any persons prevents or is likely to prevent the orderly continuation of business; or

66.1.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

66.2 The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place provided that no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, not less than seven clear days' notice of the adjourned meeting shall be given specifying the day, the place and the time of the meeting as in the case of an original meeting, and the provisions of Articles 142 to 145 (inclusive) apply to notices of any such adjourned meeting as they apply to notices of meetings provided that it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment.

**67. Directors' right to attend and speak**

Each Director shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the Company. The chairman of the meeting may invite any person to attend and speak at any general meeting of the Company whom the chairman of the meeting considers to be equipped, by knowledge or experience of the Company's business, to assist in the deliberations of the meeting.

**68. Amendments to resolutions**

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

**69. Method of voting and demand for a poll**

69.1 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:

69.1.1 by the chairman of the meeting; or

69.1.2 by at least five Members present, in person or by proxy, and having the right to vote on the resolution; or

69.1.3 by any 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 on the resolution (excluding any voting rights attached to any shares in the Company held as treasury shares); or

69.1.4 by a Member or Members present, in person or by proxy, holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right (excluding any shares in the Company conferring a right to vote on the resolution which are held as treasury shares).

69.2 Unless a poll is so demanded (and the demand is not subsequently withdrawn), a declaration by the chairman of the meeting that a resolution has on a show of hands been passed or passed unanimously (or with a particular majority) or lost, an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

69.3 Except as provided in Article 70, if a poll is duly demanded it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting directs and he may appoint scrutineers and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

**70. Timing and procedure for a poll**

A poll demanded on the election of a chairman of the meeting or on the question of an adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty clear days after the date of the meeting or adjourned meeting at which the poll is demanded) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The demand for a poll may be withdrawn with the consent of the chairman of the meeting at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given (in any manner in which notice of a meeting may lawfully be given from time to time) specifying the time and place at which the poll is to be taken.

## VOTES OF MEMBERS

### 71. **Votes of Members and of joint holders**

71.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares and to any other provisions of these Articles or the Statutes:

71.1.1 on a show of hands:

- (a) each Member (being an individual) present in person or by one or more proxies has, in total, one vote; and
- (b) each member (being a corporation) present by either one or more proxies, or one or more duly authorised representatives, or both, has, in total, one vote; and

71.1.2 on a poll, every Member present in person or by proxy or (being a corporation) by a duly authorised representative shall have one vote for each share of which he is the holder.

For the avoidance of doubt, the Company itself is prohibited (to the extent specified by the Statutes) from exercising any rights to attend or vote at meetings in respect of any shares held by it as treasury shares. For the purpose of Article 71.1.1, on a show of hands a proxy or representative has only one vote even if the proxy or representative is also a member, or is a proxy or representative for more than one member, or both.

71.2 On a poll, a Member entitled to more than one vote need not, if he votes, use all his votes or cast all votes in the same way.

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

### 72. **Voting on behalf of incapable Member**

A Member in respect of whom an order has been made by any court having jurisdiction (in the United Kingdom or elsewhere) in matters concerning mental disorder may vote (whether on a show of hands or on a poll) by his receiver, curator bonis or other person authorised on his behalf by that court and such receiver, curator bonis or other person may, on a poll, vote by proxy provided that evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote has been delivered at the Office (or at such other place as may be specified in accordance with these Articles for the delivery of appointments of proxy) not later than the last time at which an appointment of a proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

### 73. **Suspension of rights for non-disclosure of interests**

73.1 If any Member, or any other person appearing to the Directors to be interested in any shares in the capital of the Company held by such Member, has been duly served with a notice under section 793 of the Act and is in default, for the period of fourteen days from the date of service of the notice under the said section 793, in supplying to the Company the information thereby required, then the Company may (at the absolute discretion of the Directors) at any time thereafter, by notice (a "**restriction notice**") to such Member, direct that, in respect of the shares in relation to which the default occurred and any other shares held at the date of the restriction notice by the Member (or such of them as the Directors may determine from time to time) (the "**restricted shares**", which expression shall include any further shares which are issued in respect of any restricted shares), the Member shall not (nor shall any transferee to which any of such shares are transferred, other than pursuant to a permitted transfer or pursuant to Article 73.2.3 below) be entitled:

73.1.1 to be present or to vote on any question (either in person or by proxy) at any general meeting of the Company or separate general meeting of the holders of any class of shares of the Company; or

73.1.2 to be reckoned in a quorum.

73.2 Where the restricted shares represent at least 0.25 per cent. (in nominal value) of the issued shares of the same class as the restricted shares (excluding any shares of that class held

as treasury shares), then the restriction notice may also direct that:

73.2.1 any dividend or any part thereof or other moneys which would otherwise be payable on or in respect of the restricted shares:

- (a) shall be withheld by the Company;
- (b) shall not bear interest against the Company; and
- (c) shall be payable (when the restriction notice ceases to have effect) to the person who would but for the restriction notice have been entitled to them; and/or

73.2.2 where an offer of the right to elect to receive shares of the Company (instead of cash) in respect of any dividend or part thereof is or has been made by the Company, any election made thereunder by such Member in respect of such restricted shares shall not be effective; and/or

73.2.3 no transfer of any of the shares held by such Member shall be recognised or registered by the Directors unless the transfer is a permitted 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 by 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 the subject of the transfer are restricted shares.

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

73.3 The Company shall send a copy of the restriction notice to each other person appearing to be interested in the shares the subject of such notice (but the failure or omission by the Company to do so shall not invalidate such notice).

73.4 Any restriction notice shall have effect in accordance with its terms until not more than seven days after the Directors are satisfied that the default in respect of which the restriction notice was issued no longer continues but shall cease to have effect in relation to any shares which are transferred by such Member by means of a permitted transfer or in accordance with Article 73.2.3 above on receipt by the Company of notice that a transfer as aforesaid has been made. The Company may (at the absolute discretion of the Directors) at any time give notice to the Member cancelling, or suspending for a stated period the operation of, a restriction notice (in whole or in part).

73.5 For the purposes of this Article 73:

73.5.1 a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification (whether following service of a notice under the said section 793 or otherwise) which either:

- (a) names such person as being so interested; or
- (b) (after taking into account the said notification and any other relevant information in the possession of the Company) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares; and

73.5.2 a transfer of shares is a permitted transfer if (but only if):

- (a) it is a transfer by way of, or in pursuance of, acceptance of a takeover offer for the Company (as defined in section 974 of the Act); 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 third party, unconnected with the transferring Member or with any other person appearing to the Directors to be interested in such shares (and for the purposes of this Article 73.5.2(b) any associate (as that term is defined in section 435 of the Insolvency Act 1986) of the Member or of any other person appearing to the Directors to be interested in any of the restricted shares shall be deemed to be connected with the transferring Member); or
- (c) the transfer results from a sale made on or through a market operated by the London Stock Exchange or on or through any stock exchange outside

the United Kingdom on which the Company's shares of the same class as the restricted shares are normally dealt in.

73.6 The provisions of this Article 73 are in addition and without prejudice to the provisions of the Statutes.

**74. Objections to and errors in voting**

No objection shall be raised to the qualification of any voter or to the counting of, or failure to count, a vote, except at the meeting or adjourned meeting at which the vote objected to is given or tendered (or at which the error occurs) and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

**75. Voting on a poll**

On a poll votes may be given personally or by proxy and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

**76. Completing proxy forms**

76.1 A proxy form can be in any form (including in electronic form) which is commonly used, or in any other form which the Directors approve, subject to any conditions or limitations as the directors may specify. Where the Company has given an electronic address in any instrument of proxy or invitation to appoint a proxy, any document or information relating to proxies for the general meeting (including any document necessary to show the validity of the appointment of a proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of general meeting.

76.2 A proxy form must be in writing. A proxy form given by an individual must be signed by the shareholder appointing the proxy, or by an agent who has been properly appointed in writing. If a proxy is appointed by a company, the form should be either sealed with the company's seal or signed by an officer or an agent who is properly authorised to act on behalf of the company. Unless the contrary is shown, the Directors are entitled to assume that, where a proxy form purports to have been signed by an officer or agent of a company, such officer or agent was duly authorised by such company without requiring any further evidence. Signatures need not be witnessed.

76.3 All notices convening general meetings which are sent to shareholders entitled to vote at the general meeting must, at the expense of the Company, be accompanied by a proxy form. The proxy form must make provision for two-way voting on all resolutions intended to be proposed, other than resolutions which are merely procedural.

76.4 The accidental omission to send out a proxy form to a shareholder entitled to it (or non-receipt by him of the proxy form) will not invalidate any resolution passed or proceedings at the general meeting to which the proxy form relates.

**77. Appointment of proxies**

77.1 A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend and to speak and to vote on the same occasion, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the Member. References in these articles to an appointment of proxy include references to an appointment of multiple proxies.

77.2 The appointment of a proxy shall not preclude a Member from attending and voting in person at the meeting or any adjournment thereof.

**78. Delivery of proxies**

78.1 The appointment of a proxy shall:

78.1.1 (in the case of an appointment not sent in electronic form) be deposited at the Office or at such other place or one of such places (if any) within the United Kingdom as is or are specified for that purpose in or by way of note to the notice convening the meeting or any document accompanying such notice; or

78.1.2 (in the case of an appointment sent in electronic form) where an address has been specified for the purpose by the Company (generally or specifically), be received at such address;

not less than:

- (a) forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- (b) in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting, not less than twenty four hours before the time appointed for the taking of the poll at which it is to be used;

and in default the appointment of a proxy shall not be treated as valid. Failing previous registration with the Company, the power of attorney or other authority (if any) under which the appointment of a proxy is executed (or a notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of that power or authority or a copy in some other way approved by the Directors) shall (whether Article 78.1.1 or 78.1.2 above shall apply) also be deposited or received at the Office or at such other place specified in accordance with Article 78.1.1 above or (if the Directors so agree) at the address or by the means provided in accordance with Article 78.1.2 above, in either case not later than the time by which the appointment of a proxy is required to be deposited or (as the case may be) received in accordance with this Article.

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

78.2 An appointment of a proxy (and any other document referred to in Article 78.1) shall be deemed to have been validly deposited or received in accordance with Article 78.1 if the appointment is received at the Office or at such other place specified in accordance with Article 78.1.1 by facsimile transmission within the period of time specified by Article 78.1, provided always that the original appointment (or other document) in the same form as the appointment (or other document) received by facsimile transmission is deposited at the place at which the facsimile transmission was received not less than twenty four hours before the time appointed for the meeting or adjourned meeting or the holding of a poll subsequently at which the proxy vote is to be used.

78.3 If two or more valid but differing appointments of a proxy are delivered or (in the case of appointments in electronic form) received in accordance with Article 78.1 in respect of the same share for use at the same meeting, the one which is last delivered or (as the case may be) received as aforesaid (regardless of its date, its date of sending or the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was delivered or received last, none of them shall be treated as valid in respect of that share.

## 79. **Validity of proxies**

An appointment of a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No appointment of a proxy shall be valid after the expiration of twelve months from the date of its receipt in accordance with Article 78.1, except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within twelve months from that date.

**80. Authority of proxies to call for a poll**

The appointment of a proxy to vote on a matter at a meeting of the Company shall be deemed to confer authority on the proxy to demand, or join in demanding, a poll on that matter.

**81. Cancellation of proxy's authority**

A vote given or poll demanded in accordance with the terms of an appointment of a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or determination of the authority of the person voting or demanding a poll, provided that no intimation in writing of such death, insanity, revocation or determination shall have been received by the Company at the Office or such other place (if any) as is specified for depositing the appointment of proxy or (where the appointment of the proxy was in electronic form) at the address at which such appointment was duly received, in each case in accordance with Article 78.1, before the time for holding the meeting or adjourned meeting or the time appointed for taking a poll subsequently thereto at which such vote is given.

**82. Corporate representatives**

Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise a person to act as its representative or representatives at any meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company (and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat).

## **DIRECTORS**

**83. Number of Directors**

Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall be not more than ten nor less than two. The Company may by ordinary resolution from time to time vary the minimum number and/or maximum number of Directors.

**84. Directors' shareholding qualification**

A Director shall not be required to hold any shares in the capital of the Company. A Director who is not a Member shall nevertheless be entitled to receive notice of, and attend and speak at, all general meetings of the Company and all separate general meetings of the holders of any class of shares in the capital of the Company.

**85. Age of Directors**

There shall not be an age limit for Directors.

**86. Other interests of Directors**

Subject to the provisions of Article 97, a Director of the Company may be or continue as or become a director or other officer, servant or member of, or otherwise interested in, any body corporate promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received or receivable by him as a director or other officer, servant or member of, or from his interest in, such other body corporate.

**87. Directors' fees and expenses**

**87.1** The Directors shall be paid out of the funds of the Company by way of fees for their services as Directors such sums (if any) as the Directors may from time to time determine (not exceeding in the aggregate an annual sum (excluding amounts payable under any other provision of these Articles) of £200,000 or such larger amount as the Company may by ordinary resolution determine) and such remuneration shall be divided between the Directors as they shall agree or, failing agreement, equally. Such remuneration shall be deemed to accrue from day to day.

87.2 The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or of the holders of any class of shares or debentures of the Company or otherwise in connection with the business of the Company.

**88. Additional remuneration**

Any Director who is appointed to any executive office or who serves on any committee or who devotes special attention to the business of the Company, 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, percentage of profits or otherwise as the Directors may determine.

## **ALTERNATE DIRECTORS**

**89. Alternate Directors**

89.1 Each Director shall have the power at any time to appoint as an alternate Director either:

89.1.1 another Director; or

89.1.2 any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment.

Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the Office or at a meeting of the Directors or, in the case of an appointment or removal in electronic form, at such address (if any) specified by the Company for that purpose. An alternate Director shall not be required to hold any shares in the capital of the Company and shall not be counted in reckoning the maximum and minimum numbers of Directors allowed or required by Article 83.

89.2 An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company (except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct) but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall, during his appointment, be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be an agent of his appointor.

89.3 An alternate Director shall be entitled:

89.3.1 (subject to his giving to the Company either an address within the United Kingdom or an address for the purpose of sending or receiving documents or information by electronic means at which notices may be served upon him) to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member; and

89.3.2 to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally, in the absence of his appointor, to perform and exercise all functions, rights, powers and duties as Director of his appointor and to receive notice of all general meetings.

89.4 An alternate Director shall automatically cease to be an alternate Director if his appointor ceases to be a Director or dies; but, if a Director retires by rotation or otherwise vacates office but is elected or deemed to have been elected at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his election.

89.5 The appointment of an alternate Director shall automatically determine on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor shall cease for any reason to be a Director (otherwise than by retiring and being re-appointed at the same meeting).

89.6 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any

committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director but he shall count as only one for the purpose of determining whether a quorum is present.

## **BORROWING POWERS**

### **90. Directors borrowing powers**

90.1 Subject as hereinafter provided 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 its undertaking, property and uncalled capital or any part or parts thereof 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).

90.2 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 Subsidiaries so as to secure (so far as regards Subsidiaries as by such exercise it can secure) the aggregate principal amount (including any premium payable on final payment) for the time being outstanding of all monies borrowed by the Group (exclusive of money borrowed by the Company from and for the time being owing to any Subsidiary or by any Subsidiary and for the time being owing to the Company or another Subsidiary) shall not at any time without the previous sanction of an ordinary resolution of the Company, exceed an amount equal to three times the Adjusted Share Capital and Reserves.

90.3 For the purposes of this Article:

90.3.1 The "**Group**" means on any date on which the calculation of monies borrowed falls to be made the Company and such Subsidiaries of the Company as would pursuant to the Statutes be required to be included in any group accounts prepared by the Company as at that date but excluding any Subsidiary which in the opinion of the Directors would not be consolidated in the group accounts prepared at such date by reason of any exemption or permission then available under the Statutes.

90.3.2 In applying the provisions of these Articles to subsidiary undertakings which are not companies references to equity share capital:

- (a) in relation to a subsidiary undertaking with capital but no share capital are to rights in the capital of the undertaking;
- (b) in relation to an undertaking without capital are to interests
  - (i) conferring any right to share in the profits or liability to contribute to the losses of the undertaking; or
  - (ii) giving rise to an obligation to contribute to the debts or expenses of the undertaking in the event of a winding up.

90.3.3 Monies borrowed by the Group should be deemed to include (to the extent that the same would not otherwise fall to be taken into account):

- (a) the principal amount of all debentures of any member of the Group which are not for the time being beneficially owned within the Group;
- (b) the outstanding amount of acceptances (not being acceptances of trade bills in respect of a purchase or sale of goods in the ordinary course of trading) by any member of the Group or by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group; and
- (c) the nominal amount of any issued or paid up share capital and the principal amount of any debentures or other borrowed monies (not being shares or debentures which or monies borrowed the indebtedness in respect of which is for the time being beneficially owned within the Group the redemption or repayment of which is guaranteed or wholly or partly secured by any member of the Group.

90.3.4 There shall be credited against the amount of any monies borrowed by the Group (subject, in the case of any held or deposited by a partly owned Subsidiary, to the exclusion therefrom of a proportion equal to the proportion of the

equity share capital of the partly owned Subsidiary which is not attributable directly or indirectly to the Company) an amount equal to the aggregate of all cash in hand, credit balances on current or deposit account with banks, cash deposits, certificates of deposit and debt securities of governments and companies and similar instruments owned by any member of the Group which are or represent amounts available for repayment of any monies borrowed falling to be taken into account for the purpose of Article 90.2.

- 90.3.5 Amounts borrowed for the purpose of repaying the whole or any part of any amounts previously borrowed and then outstanding (including any premium payable on final repayment) and to be applied for that purpose within six months of the borrowing shall not, pending such application, be taken into account as money borrowed.
- 90.3.6 Any amount borrowed by any member of the Group from bankers or others for the purpose of financing any contract (up to an amount not exceeding that part of the price receivable under such contract) which is guaranteed or insured by the Export Credits Guarantee Department or other like institution carrying on a similar business shall be deemed not to be monies borrowed.
- 90.3.7 Monies borrowed by a partly owned Subsidiary and not owing to another member of the Group shall be taken into account (subject to the exclusion of a proportion thereof equal to the minority proportion) and monies borrowed from a partly owned Subsidiary by another member of the Group shall be taken into account (to the extent of a proportion thereof equal to the minority proportion). For the purposes of this paragraph "**minority proportion**" shall mean the proportion of the issued equity share capital of such partly owned Subsidiary which is not attributable (directly or indirectly) to the Company.
- 90.3.8 Monies borrowed by any member of the Group expressed in or calculated by reference to a currency other than sterling shall be translated into sterling:
- (a) by reference to the rate of exchange used for the conversion of such currency in the latest audited balance sheet of the relevant member of the Group; or
  - (b) (in the absence thereof) by reference to the middle market rate of exchange prevailing in London at the close of business on the date of such balance sheet;
- but if the amount in sterling resulting from conversion at that rate would be greater than the middle market rate prevailing in London at the close of business on the business day immediately preceding the day on which the calculation falls to be made the latter rate shall apply instead.
- 90.3.9 A sum equal to the amount of monies borrowed by a company which becomes a Subsidiary after the date of adoption of these Articles and which is outstanding at the date when such company becomes a Subsidiary shall, for the period of six months from the date of such event, be deemed not to be monies borrowed.
- 90.3.10 "**Adjusted Share Capital and Reserves**" shall mean at any material time the aggregate of:
- (a) the amount paid up on the issued share capital account of the Company; and
  - (b) the amount standing to the credit of the consolidated reserves of the Company (including any share premium account, special reserve or capital redemption reserve fund or credit balance on profit and loss account) and after deducting any debit balance on the consolidated profit and loss account;
- all as showed by the then latest available audited consolidated balance sheet of the Group but after:
- (i) making such adjustments as may be appropriate in respect of any variation in the amount of such paid-up share capital or any such reserves subsequent to the relevant balance sheet date and so that for the purpose of making such adjustments, if any issue or proposed issue of shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any

premium) of the subscription monies payable in respect thereof (not being monies payable later than six months after the date of allotment) shall, to the extent so underwritten, be deemed to have been paid up on a date when the issue of such shares was underwritten (or, if such underwriting was conditional, on the date when it became unconditional);

- (ii) making such adjustments as may be appropriate in respect of any dividends or other distributions declared, recommended, paid or made by the Company or its Subsidiaries (otherwise than payable directly or indirectly to the Company) out of profits earned up to and including the date of the latest audited balance sheet of the Company or its Subsidiaries (as the case may be) to the extent that such distribution is not provided for in such balance sheet;
- (iii) making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its Subsidiaries since the date of the latest audited balance sheet of the Company;
- (iv) if the calculation is required for the purposes of or in connection with a transaction under or in connection with which any company is to become or cease to be a Subsidiary, making such adjustments as would be appropriate if such transaction had been carried into effect;
- (v) excluding therefrom (if not otherwise taken into account) any sum set aside for taxation;
- (vi) excluding such amounts (if any) as are attributable to minority interests in Subsidiaries;
- (vii) excluding any amount for goodwill or other intangible assets (not being an amount representing part of the cost of an acquisition of shares or other property) incorporated as an asset in the audited balance sheet; and
- (viii) making such other adjustments (if any) as the Auditors may consider appropriate including in particular any further adjustments as may be appropriate to provide for the carrying into effect of the transaction for the purposes of or in connection with which the Adjusted Share Capital and Reserves are required to be calculated.

90.4 A certificate or report by the Auditors:

90.4.1 as to the amount of the Adjusted Share Capital and Reserves; or

90.4.2 the amount of monies borrowed or secured; or

90.4.3 to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times;

shall be conclusive evidence of such amount or fact for the purposes of this Article. For the purposes of their computation, the Auditors may at their discretion make such further or other adjustments (if any) as they think fit. Nevertheless, for the purposes of this Article, the Directors may act in reliance on a bona fide estimate of the amount of the Adjusted Share Capital and Reserves at any time and if, in consequence, such limit is inadvertently exceeded an amount of monies borrowed equal to the excess may be disregarded until the expiration of 60 days after the date on which (by reason of a determination of the Auditors or otherwise) the Directors become aware that such a situation has or may have arisen.

90.5 No debt incurred or security given in respect of monies borrowed in excess of the limit imposed by this Article shall be invalid or ineffectual unless the lender or recipient of the security had express notice, at the time when the debt was incurred or security given, that the limit hereby imposed had been exceeded but no lender shall be concerned to see or enquire whether such limit is observed

## **POWERS AND DUTIES OF DIRECTORS**

**91. Powers of Company vested in the Directors**

The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Statutes or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to the provisions of these Articles and of the Statutes and to such direction (being not inconsistent with any provisions of these Articles and of the Statutes) as may be given by the Company in general meeting by special resolution, provided always that no alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if such alteration had not been made or such direction had not been given. The general powers conferred upon the Directors by this Article shall not be deemed to be abridged or restricted by any specific power conferred upon the Directors by any other Article.

**92. Directors' pensions and other benefits**

92.1 The Directors may exercise all the powers of the Company to provide benefits, whether by the payment of pension, allowances or gratuities or insurance or death, sickness or disability benefits or otherwise, for any Directors or former Director of the Company or of any body corporate which is or was a Subsidiary of the Company or of any predecessor in business of the Company or of any such Subsidiary and for any member of his family (including a spouse or civil partner or a former spouse or former civil partner) or for any person who is or was dependent on him and may (before as well as after he ceases to hold such office) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

92.2 The Directors can decide to contribute (before as well as after the relevant person ceases to receive a salary or occupy a position for which he receives any form of remuneration) to any scheme or fund or to pay premiums to a third party for the purposes referred to in Article 92.1.

**93. Local boards**

The Directors may make such arrangements as they think fit for the management and transaction of the Company's affairs in the United Kingdom and elsewhere and may, from time to time and at any time, establish any local boards or agencies for managing any of the affairs of the Company in any specified locality and may appoint any persons to be members of such local board or any managers or agents and may fix their remuneration. The Directors, from time to time and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors (other than the powers of borrowing and of making calls), with power to sub-delegate, and may authorise the members for the time being of any such local board (or any of them) to fill up any vacancies therein (and to act notwithstanding vacancies). Any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.

**94. Attorneys**

The Directors may, from time to time and at any time, by power of attorney appoint any body corporate, firm or person or 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 powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

**95. Official seal**

95.1 All forms of certificates for shares or debentures or representing any other form of security (other than letters of allotment or scrip certificates) shall be issued executed by the Company but the Board may by resolution determine, either generally or in any particular case, that any signatures may be affixed to such certificates by some mechanical or other means or may be printed on them or that such certificates need not bear any signature.

95.2 All forms of certificates for shares or debentures or representing any other form of security

(other than letters of allotment or scrip certificates) shall be issued executed by the Company but the Board may by resolution determine, either generally or in any particular case, that any signatures may be affixed to such certificates by some mechanical or other means or may be printed on them or that such certificates need not bear any signature.

**96. Overseas branch register**

The Company may exercise the powers conferred upon the Company by the Statutes with regard to the keeping of an overseas branch register and the Directors may (subject to the provisions of the Statutes) make and vary such regulations as they may think fit concerning the keeping of any such register.

**97. Directors' permitted interests and entitlement to vote**

97.1 The Directors may, in accordance with these Articles, authorise a matter proposed to them which would, if not authorised, involve a breach by a Director of his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the Company's interests.

97.2 A matter referred to in Article 97.1 is proposed to the Directors by its being submitted:

97.2.1 in writing for consideration at a meeting of the Directors or for the authorisation of the Directors by resolution in writing; and

97.2.2 in accordance with the Director's normal procedures or in such other manner as the Directors may approve.

97.3 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

97.4 An authorisation referred to in Article 97.1 is effective only if:

97.4.1 it is given in accordance with the requirements of the Act;

97.4.2 in the case of an authorisation given at a meeting of the Directors:

(a) any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other Director who has a direct or indirect interest in the matter being authorised (each such other Director being an "Other Interested Director"); and

(b) the matter has been agreed to without the Director in question or any Other Interested Director voting or would have been agreed to if their votes had not been counted; and

97.4.3 in the case of an authorisation given by resolution in writing:

(a) the resolution is signed in accordance with Article 117 by all the Directors; and

(b) the number of Directors that sign the resolution (disregarding the Director in question and any Other Interested Director) is not less than the number required to form a quorum.

97.5 The Directors may:

97.5.1 authorise a matter pursuant to Article 97.1 on such terms and for such duration, or impose such limits or conditions on it, as they may decide; and

97.5.2 vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it.

97.6 Any terms, limits or conditions imposed by the Directors in respect of their authorisation of a Director's conflict of interest or possible conflict of interest, including (without limitation) an authorisation given pursuant to Article 97.1, may provide (without limitation) that:

97.6.1 if the relevant Director has (other than through his position as Director) information in relation to the relevant matter in respect of which he owes a duty of confidentiality to another person, he is not obliged to disclose that information to the Company or to use or apply it in performing his duties as a Director;

97.6.2 the Director is to be excluded from discussions in relation to the relevant matter whether at a meeting of the Directors or any committee or sub-committee of the Directors or otherwise;

- 97.6.3 the Director is not to be given any documents or other information in relation to the relevant matter; and
- 97.6.4 the Director may or may not vote (or may or may not be counted in the quorum) at a meeting of the Directors or any committee or sub-committee of the Directors in relation to any resolution relating to the relevant matter.
- 97.7 A Director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act if he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of their authorisation of the Director's conflict of interest or possible conflict of interest, including (without limitation) an authorisation given pursuant to Article 97.1.
- 97.8 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration or other benefit which he derives from or in connection with a relationship involving a conflict of interest or possible conflict of interest which has been authorised by the Directors, including (without limitation) pursuant to Article 97.1, or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation).
- 97.9 If he has disclosed to the Directors the nature and extent of his interest to the extent required by the Act, a Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration or other benefit which he derives from or in connection with:
- 97.9.1 being a party to, or otherwise interested in, any transaction or arrangement with:
- (a) the Company or in which the Company is interested; or
  - (b) a body corporate promoted by the Company or in which the Company is otherwise interested;
- 97.9.2 acting (otherwise than as auditor) alone or through his organisation in a professional capacity for the Company (and he or that organisation is entitled to remuneration for professional services as if he were not a Director); or
- 97.9.3 being a director or other officer of, or employed by, or otherwise interested in, a body corporate promoted by the Company or in which the Company is otherwise interested.
- 97.10 Director's receipt of any remuneration or other benefit referred to in Articles 97.8 or 97.9 does not constitute an infringement of his duty under section 176 of the Act.
- 97.11 A transaction or arrangement referred to in Articles 97.8 or 97.9 is not liable to be avoided on the ground of any remuneration, benefit or interest referred to in those Articles.
- 97.12 Except as provided by Article 97.14 or by the terms of any authorization given by the Directors, including (without limitation) pursuant to Article 97.1, or by the Company in general meeting, a Director must not vote at a meeting of the Directors or any committee or sub-committee of the Directors in respect of any contract, transaction, arrangement or proposal in which he has an interest (other than an interest in shares, debentures or other securities of or otherwise in or through the Company) which is to his knowledge a material interest.
- 97.13 A Director must not be counted in the quorum at a meeting of the Directors or any committee or sub-committee of the Directors in relation to any resolution on which he is not entitled to vote.
- 97.14 A Director may (in the absence of some material interest other than those indicated in the following paragraphs 97.14.1 to 97.14.8) vote on any resolution concerning any of the following matters:
- 97.14.1 the giving of a guarantee, security or indemnity in respect of money lent, or obligations incurred, by him or by another person at the request of, or for the benefit of, the Company or a Subsidiary;
- 97.14.2 the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or a Subsidiary for which the Director has assumed responsibility (wholly or partly) under a guarantee or indemnity or by the giving of security;
- 97.14.3 any proposal concerning an offer of shares or debentures or other securities of or by the Company or a Subsidiary for subscription or purchase or exchange in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting of

- the offer;
- 97.14.4 any proposal concerning another company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise, if he (and persons connected with him) does not to his knowledge hold an interest in shares (as that term is used in sections 820 to 825 of the Act) representing one per cent. or more of the issued shares of any class of the equity share capital of that company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (that interest is deemed for the purposes of this Article to be a material interest);
- 97.14.5 any proposal concerning the adoption, modification or operation of a pension, superannuation or similar scheme or retirement, death or disability benefits scheme or an employees' share scheme under which he may benefit and which relates both to employees and Directors and does not accord to the Director any privilege or benefit not generally accorded to the employees and Directors to whom the scheme relates;
- 97.14.6 any proposal under which he may benefit concerning the granting of an indemnity to a Director or other officer of the Company pursuant to Article 149;
- 97.14.7 any proposal under which he may benefit concerning the purchase, funding or maintenance of insurance for any Director or other officer of the Company pursuant to Article 92; and
- 97.14.8 any proposal under which he may benefit concerning the provision to a Director of funds to meet expenditure incurred or to be incurred by the Director in defending proceedings or in connection with any application under any of the provisions mentioned in section 234(6) of the Act or otherwise enabling the Director to avoid incurring that expenditure.
- 97.15 For the purposes of Article 97.14:
- 97.15.1 an interest of a person who is, for any purpose of the Act, "connected with" (within the meaning of section 252 of the Act) a Director is to be treated as an interest of the Director; and
- 97.15.2 in relation to an alternate Director, an interest of his appointor is to be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.
- 97.16 If it is proposed to appoint two or more Directors to offices or employments with the Company or with a company in which the Company is interested, or to fix or vary the terms of those appointments, the proposals may be divided and considered in relation to each Director separately and in such case each of those Directors (if not debarred from voting under Article 97.14.4) may vote (and be counted in the quorum) in respect of each resolution except that which relates to him.
- 97.17 If a question arises at any meeting of the Directors or committee or sub-committee of the Directors as to the materiality of a Director's interest or as to the entitlement of a Director to vote and the question is not resolved by his voluntarily agreeing to abstain from voting, the question must be referred to the Chairman of the meeting (or where the interest concerns the Chairman to the Deputy Chairman of the meeting who if not already appointed under Article 114 is the non-executive Director who has been in office as a non-executive Director the longest) and his ruling in relation to any other Director is final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.
- 97.18 The Directors may exercise the voting power conferred by the shares in any company held or owned by the Company in any way that it decides (including voting in favour of any resolution appointing any of them directors of that company, or voting or providing for the payment of remuneration to the directors of that company)."

## 98. **Exercise of Company's voting powers**

The Directors may:

- 98.1 exercise or procure the exercise of the voting rights conferred by the shares in any other body corporate held or owned by the Company or any power of appointment in relation to any other body corporate; and

98.2 exercise any voting rights or power of appointment to which they are entitled as directors of such other body corporate;

in such manner as they shall in their absolute discretion think fit, including the exercise thereof in favour of appointing themselves (or any of them) as directors, officers or servants of such other body corporate and fixing their remuneration as such, and may vote as Directors of the Company in connection with any of the matters aforesaid.

**99. Signing of cheques etc.**

All cheques, promissory notes, drafts, bills of exchange and other negotiable 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 determine.

**100. Minutes**

100.1 The Directors shall cause minutes to be recorded:

100.1.1 of all appointments of officers made by the Directors;

100.1.2 of the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and

100.1.3 of all resolutions and proceedings at all meetings of the Company, of the Directors and of committees of Directors.

100.2 It shall not be necessary for Directors present at any meeting of Directors or committee of Directors to sign their names in any minute book or other book kept for recording attendance. Minutes recorded as aforesaid, if purporting to be signed by the chairman of the meeting (or by the chairman of the next succeeding such meeting) shall be receivable as evidence of the matters stated in such minutes.

## **DISQUALIFICATION OF DIRECTORS**

**101. Vacation of a Director's office**

The office of a Director shall be vacated in any of the following events:

101.1 if a bankruptcy order is made against him or he is the subject of an interim receiving order or he makes any arrangement or composition with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 (as amended) in connection with a voluntary arrangement under that act;

101.2 if he ceases to be a Director by virtue of any provision of the Statutes or becomes prohibited by law from acting as a Director;

101.3 if he is or may be suffering from mental disorder and either:-

101.3.1 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or

101.3.2 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

101.4 if he resigns his office by notice to the Company or offers to resign and the Directors resolve to accept such offer;

101.5 if, not having leave of absence from the Directors, he and his alternate (if any) fail to attend the meetings of the Directors for six successive months and the Directors resolve that his office be vacated;

101.6 if, by notice in writing delivered to or received at the Office or (in the case of a notice in electronic form) at such address (if any) specified by the Directors for that purpose or tendered at a meeting of the Directors, his resignation is requested by all of the other Directors (but so that this shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company); or

101.7 in the case of a Director who holds any executive office, ceases to hold such office (whether

because his appointment is terminated or expires) and the majority of the other Directors resolve that his office be vacated.

## **RETIREMENT AND SUBMISSION FOR RE-ELECTION OF DIRECTORS**

### **102. Regular submission of Directors for re-election**

At every annual general meeting, there shall retire from office any Director who shall have been a Director at each of the preceding two annual general meetings and who was not appointed or re-appointed by the Company in general meeting at, or since, either such meeting. A retiring Director shall be eligible for re-appointment. A Director retiring at a meeting shall, if he is not re-appointed at such meeting, retain office until the meeting appoints someone in his place, or if it does not do so, until the conclusion of such meeting.

### **103. Appointment of Directors by separate resolution**

A single resolution for the appointment of two or more persons as Directors shall not be put at any general meeting, unless an ordinary resolution that it shall be so put has first been agreed to by the meeting without any vote being given against it.

### **104. Persons eligible for appointment**

No person (other than a Director retiring at the meeting) shall, unless recommended by the Directors, be eligible for appointment to the office of Director at any general meeting unless, not less than seven nor more than twenty one days before the date appointed for the meeting, there shall have been left at the Office notice in writing, signed by a Member duly qualified to attend and vote at such meeting, of his intention to propose such person for appointment, together with notice in writing signed by that person of his willingness to be appointed.

### **105. Casual vacancies and additional Directors - powers of Company**

Subject as aforesaid, the Company may from time to time by ordinary resolution appoint a person who is willing to be a Director either to fill a casual vacancy or as an additional Director.

### **106. Casual vacancies and additional Directors - powers of Directors**

The Directors shall have power, from time to time and at any time, to appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number, if any, fixed by or pursuant to these Articles. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for election. If not elected at such meeting, he shall vacate office at the conclusion thereof.

### **107. Power of removal by ordinary resolution**

The Company may by ordinary resolution, of which special notice has been given in accordance with the provisions of the Statutes, remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

### **108. Appointment of replacement Director**

Subject to Article 103, the Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding Article.

## **PROCEEDINGS OF DIRECTORS**

### **109. Board meetings and participation**

The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Without prejudice to the foregoing, all or any of the Directors or of the members of any committee of the Directors may participate in a meeting of the Directors or of

that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and to address 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 the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting is then present. The word "**meeting**" in these Articles shall be construed accordingly.

#### **110. Quorum at board meetings**

The Directors may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum.

#### **111. Voting at board meetings**

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

#### **112. Notice of board meetings**

112.1 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Any Director may waive notice of any meeting and any such waiver may be retrospective.

112.2 Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is:

112.2.1 given to him personally; or by word of mouth; or

112.2.2 sent in writing to him at his last known address or any other address given by him to the Company for this purpose; or

112.2.3 sent in electronic form to such address (if any) for the time being specified by him or on his behalf to the Company for that purpose.

112.3 A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall, during his absence, be sent in writing to him at his last known address or any other address given by him to the Company for this purpose (whether or not out of the United Kingdom) or be sent by electronic means to such address (if any) for the time being notified by him to the Company for that purpose. If no such request is made to the Directors, it shall not be necessary to send notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom.

#### **113. Directors below minimum**

The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body provided that (if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors) the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.

#### **114. Appointment of chairman and deputy chairman of meetings**

The Directors may elect:

114.1 one of their number as a chairman of their meetings; and

114.2 one of their number to be the deputy chairman of their meetings

and may at any time remove either of them from such office provided that if no such chairman or deputy chairman is elected or if, at any meeting neither the chairman nor the deputy chairman 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 such meeting.

#### **115. Delegation of Directors' powers to committees**

The Directors may delegate any of their powers or discretions (including, without prejudice to the generality of the foregoing, all powers and discretions whose exercise involves or may involve any payment to or the conferring of any other benefit on all or any of the Directors) to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a

committee, any reference in these Articles to the exercise by the Directors of such power or discretion shall be read and construed as if it were a reference to the exercise of such power or discretion by such committee. Any committee so formed shall, in the exercise of the powers and discretions so delegated, conform to any regulations that may from time to time be imposed by the Directors (in default of which the meetings and proceedings of a committee consisting of more than one member shall be governed, as far as applicable and subject to appropriate changes as the context permits, by the provisions of these Articles regulating the proceedings and meetings of the Directors). Any such regulations may provide for, or authorise the co-option to, the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee.

**116. Validity of Directors' acts**

All acts done by any meeting of the Directors or of a committee of the Directors or by any person acting as a Director or as a member of a committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any of the persons acting as aforesaid or that any of such persons were disqualified from holding office or not entitled to vote or had in any way vacated office, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or member of the committee and was entitled to vote.

**117. Written resolution of Directors**

A resolution in writing, signed or otherwise agreed to by all the Directors for the time being entitled to receive notice of a meeting of the Directors or by all the members of a committee for the time being, shall be as valid and effective for all purposes as a resolution passed at a meeting duly convened and held (and may consist of two or more documents in like form, each signed or agreed to by one or more of the Directors or members of such committee, and such documents may be facsimile copies of the signed resolution). A resolution in writing signed or agreed to by an alternate Director need not be signed by his appointor and, if it is executed by a Director who has appointed an alternate Director, it need not also be executed by the alternate Director in that capacity.

## **MANAGING AND EXECUTIVE DIRECTORS**

**118. Appointment of executive Directors**

Subject to the provisions of the Statutes, the Directors may from time to time appoint one or more of their body to the office of Managing Director or to hold such other executive office in relation to the management of the business of the Company as they may decide (for such period, subject to the Statutes and these Articles, and on such terms as they think fit) and (subject to the terms of any service contract entered into in any particular case and without prejudice to any claim for damages such Director may have for breach of any such service contract) may revoke such appointment.

**119. Remuneration of executive Directors**

The salary or remuneration of any Managing Director or any other executive Director of the Company shall, subject as provided in any contract, be such as the Directors may from time to time determine and may:

- 119.1 either be a fixed sum of money or may altogether or in part be governed by the business done or profits made; and
- 119.2 include the making of provisions for the payment to him, his widow or other dependant, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance and other benefits;

or may be upon such other terms as the Directors determine.

**120. Powers of executive Directors**

The Directors may entrust to and confer upon a Managing Director or any other executive Director any of the powers and discretions exercisable by them, upon such terms and conditions and with

such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and discretions and may from time to time revoke, withdraw, alter or vary all or any of such powers or discretions.

## **SECRETARY**

### **121. Appointment and removal of Secretary**

Subject to the provisions of the Statutes, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit and any Secretary may be removed by them.

## **THE SEAL**

### **122. Use of Seal**

122.1 In addition to its powers under section 44 of the Act, the Company may have a seal and The Directors shall provide for the safe custody of the such seal. The seal shall only be used with the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. The Board shall determine who may sign any instrument to which the seal is affixed and unless otherwise so determined, it shall be signed by at least one authorised person in the presence of a witness who attests the signature.

122.2 All forms of certificates for shares or debentures or representing any other form of security (other than letters of allotment or scrip certificates) shall be issued executed by the Company but the Board may by resolution determine, either generally or in any particular case, that any signatures may be affixed to such certificates by some mechanical or other means or may be printed on them or that such certificates need not bear any signature.

## **RESERVE**

### **123. Establishment of reserve**

The Directors may from time to time set aside out of the profits 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 any purpose to which the profits of the Company may be properly 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 think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

## **DIVIDENDS**

### **124. Declarations of dividends by Company**

The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

### **125. Payment of interim and fixed dividends by Directors**

125.1 Subject to the provisions of the Statutes, the Directors:

125.1.1 may from time to time pay such interim dividends as they think fit; and

125.1.2 may also pay the fixed dividends payable on any shares of the Company half-yearly or otherwise on fixed dates.

125.2 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 in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.

**126. Restrictions on dividends**

No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Statutes.

**127. Calculation of dividends**

Subject to the Statutes and to the rights of persons (if any) entitled to shares with any priority, preference or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid (provided that no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share). All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid (provided that if any share is issued on terms providing that it shall rank for dividend as if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly).

**128. Deductions of amounts due on shares and waiver of dividends**

128.1 The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares of the Company.

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

**129. Dividends other than in cash**

Any general meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend wholly or in part by the distribution of specific assets (and, in particular, of paid up shares or debentures of any other body corporate) and the Directors shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and, in particular, may:

129.1 issue fractional certificates;

129.2 fix the value for distribution of such specific assets (or any part thereof); and

129.3 determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties; and

129.4 vest any such specific assets in trustees.

**130. Payment procedure**

130.1 All dividends and other distributions shall be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at such other time and/or date as the Company (by ordinary resolution) or the Directors may determine.

130.2 The Company may pay any dividend or other moneys payable in cash in respect of shares by direct debit, bank or other funds transfer system (subject always, in respect of shares in uncertificated form, to the facilities and requirements of the relevant system concerned, where payment is to be made by means of such system) or by cheque, dividend warrant or money order and may remit the same by post directed to the registered address of the holder or person entitled thereto (or, in the case of joint holders or of two or more persons entitled thereto, to the registered address of the person whose name stands first in the Register) or to such person and to such address as the holder or joint holders or person or persons may in writing direct (and the Company shall not be responsible for any loss of any such cheque, warrant or order nor for any loss in the course of any such transfer or where it has acted on any such directions). Every such cheque, warrant or order shall be made payable to, or to the order of, the person to whom it is sent or to the order of, such

person as the holder or joint holders or person or persons entitled may in writing direct and the payment of such cheque, warrant or order or the collection of funds from or transfer of funds by a bank in accordance with such direct debit or bank or other funds transfer or, in respect of shares in uncertificated form, the making of payment by means of the relevant system concerned, shall be a good discharge to the Company. Any one of two or more joint holders of any share, or any one of two or more persons entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the share.

**131. Interest**

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

**132. Forfeiture of dividends**

All dividends or other sums payable on or in respect of any share which remain unclaimed may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve years or more after becoming due for payment shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.

## **CAPITALISATION OF PROFITS AND SCRIP DIVIDENDS**

**133. Power to capitalise**

Subject to the provisions of Article 134, the Directors may capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (including any share premium account and capital redemption reserve) or to the credit of the profit and loss account (in each case, whether or not such amounts are available for distribution) and appropriate the sum resolved to be capitalised either:

133.1 to the holders of ordinary shares (on the Register at such time on such date as may be specified in, or determined as provided in, the resolution of the general meeting granting authority for such capitalisation) who would have been entitled thereto if distributed by way of dividend and in the same proportions (including, for this purpose, any shares in the Company held as treasury shares, as if the restriction on payment of dividends in the Statutes did not apply) and the Directors shall apply such sum on their behalf, either:

133.1.1 in or towards paying up any amounts (if any) for the time being unpaid on any shares held by such holders of ordinary shares respectively; or

133.1.2 in paying up in full at par unissued shares or debentures of the Company to be allotted (credited as fully paid up) to such holders of ordinary shares in the proportions aforesaid;

or partly in the one way and partly in the other; or

133.2 to such holders of ordinary shares who may, in relation to any dividend or dividends, validly accept an offer or offers on such terms and conditions as the Directors may determine (and subject to such exclusions or other arrangements as the Directors may consider necessary or expedient to deal with legal or practical problems in respect of overseas shareholders or in respect of shares represented by depository receipts) to receive new ordinary shares, credited as fully paid up, in lieu of the whole or any part of any such dividend or dividends (any such offer being called a "**Scrip Dividend Offer**") and the Directors shall apply such sum on their behalf in paying up in full at par unissued shares (in accordance with the terms, conditions and exclusions or other arrangements of the Scrip Dividend Offer) to be allotted credited as fully paid up to such holders respectively.

**134. Authority required**

134.1 The authority of the Company in general meeting shall be required before the Directors implement any Scrip Dividend Offer (which authority may extend to one or more offers).

134.2 The authority of the Company in general meeting shall be required for any capitalisation pursuant to Article 133 above.

134.3 A share premium account and a capital redemption reserve and any other amounts which are not available for distribution may only be applied in the paying up of unissued shares to be allotted to holders of ordinary shares of the Company credited as fully paid up.

**135. Provision for fractions etc**

Whenever a capitalisation requires to be effected, the Directors may do all acts and things which they may consider necessary or expedient to give effect thereto, with full power to the Directors to make such provision as they think fit for the case of shares or debentures becoming distributable in fractions (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned) and also to authorise any person to enter on behalf of all Members concerned into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

## **ACCOUNTING RECORDS**

**136. Accounting records to be kept**

The Directors shall cause accounting records to be kept in accordance with the provisions of the Statutes.

**137. Location of accounting records**

The accounting records shall be kept at the Office or, subject to the provisions of the Statutes, at such other place or places as the Directors think fit.

**138. Inspection of accounting records**

The accounting records shall always be open to the inspection of the officers of the Company.

**139. Power to extend inspection to Members**

The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Directors.

**140. Limit on Members' right to inspect**

No Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

## **AUDIT**

**141. Appointment of Auditors**

Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.

## **NOTICES**

**142. Service of notice and curtailment of postal service**

142.1 A notice or other document (including a share certificate) or information may be given, sent, supplied, delivered or provided by the Company to any Member in accordance with the Act (subject to these Articles).

142.2 Subject to the Statutes, if at any time by reason of the suspension or any curtailment of postal services in the United Kingdom or of services for delivery by electronic means, the

Company is unable, in the opinion of the Directors, effectively to convene a general meeting by notices sent through the post or (in the case of those Members in respect of whom an address has for the time being been notified to the Company, in a manner specified by the Directors, for the purpose of giving notices by electronic means) by electronic means, a general meeting may be convened by a notice advertised in at least one national newspaper and such notice shall be deemed to have been duly served on all Members and other persons entitled thereto at noon on the day when the advertisement has appeared. In any such case the Company shall send confirmatory copies of the notice by post or (as the case may be) by electronic means if, at least seven days prior to the date of the general meeting, the posting of notices to addresses throughout the United Kingdom or (as the case may be) the sending of notices by electronic means again becomes, in the opinion of the Directors, practicable.

**143. Members resident abroad**

A Member who has no registered address within the United Kingdom and has not supplied to the Company an address within the United Kingdom at which notices or other documents or information may be given to him shall not be entitled to receive any notice or other documents or information from the Company. Notwithstanding the foregoing, such a Member shall not be entitled to receive any notice or other documents or information from the Company, even if he has supplied an address for the purpose of receiving notices or other documents or information in electronic form.

**144. Notice deemed served**

144.1 Where a notice or other document or information is given, sent, supplied, delivered or provided by the Company by post, service of the notice or other document or information shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice or other document or information and to have been effected, at the latest at the expiration of twenty four hours if prepaid as first-class and at the latest at the expiration of seventy two hours if prepaid as second-class, after the letter containing the same is posted. In proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and stamped and put in the post.

144.2 Where a notice or other document or information is given, sent, supplied, delivered or provided by the Company by electronic means, service of the notice or other document or information shall be deemed to be effected by sending it by electronic means to an address for the time being notified to the person giving the notice or other document or information or as otherwise permitted by the Statutes for that purpose and to have been effected at the latest at the expiration of twenty four hours from when it was sent. In proving such service it shall be sufficient to prove that the notice or other document or information was properly addressed, subject to the provisions of section 1147(4) of the Act as to deemed delivery of documents or information by means of a website.

**145. Notice to joint holders**

145.1 A notice or other document or information may be given, sent, supplied, delivered or provided by the Company to the joint holders of a share by giving, sending, supplying, delivering or providing the notice or other document or information to the joint holder first named in the Register in respect of the share.

145.2 Anything to be agreed or specified by joint holders of a share may be agreed or specified by any of the joint holders (and any such agreement or specification shall be deemed for all purposes to be agreed or specified by all the joint holders) unless the Directors require it to be agreed or specified by all the joint holders or by the joint holder first named in the Register in respect of the share.

145.3 A notice or other document or information may be given, sent, supplied, delivered or provided by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law by giving, sending, supplying, delivering or providing it addressed to them:

145.3.1 by name; or

145.3.2 by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description;

to the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving, sending, supplying, delivering or providing the notice or other document or information in any manner in which the same might have been given, sent, supplied, delivered or provided if the death or bankruptcy or other event had not occurred.

## **ELECTRONIC COMMUNICATION**

### **146. Electronic Communication**

Notwithstanding anything in these Articles to the contrary:

- 146.1 Any document or information to be given, sent, supplied, delivered or provided to any person by the Company, whether pursuant to these Articles, the Statutes or otherwise, is also to be treated as given, sent, supplied, delivered or provided where it is made available on a website, or is sent in electronic form, in the manner provided by the Act for the purposes of, inter alia, the Act (subject to the provisions of these Articles). For the purposes of paragraph 10(2)(b) of schedule 5 to the Act, the Company may give, send, supply, deliver or provide documents or information to Members by making them available on a website.
- 146.2 The Directors may from time to time make such arrangements or regulations (if any) as they may from time to time in their absolute discretion think fit in relation to the giving of notices or other documents or information by electronic means by or to the Company and otherwise for the purpose of implementing and/or supplementing the provisions of these Articles and the Statutes in relation to electronic means; and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article.

## **PROVISION FOR EMPLOYEES**

### **147. Provision for employees**

The Company may, pursuant to a resolution of the Directors, make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

## **WINDING UP**

### **148. Distribution of assets**

If the Company shall be wound up the liquidator may, subject to the Statutes and with the sanction of a special resolution of the Company and any other sanction required by the Statutes, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities or other assets whereon there is any liability.

## **INDEMNITY**

### **149. Indemnity**

- 149.1 Subject to section 204 of the Act the Company may indemnify out of the assets of the Company, any Director or the Director of any associated company against all losses and liabilities which he may sustain or incur in the execution of the duties of his office or otherwise in relation thereto, provided that this Article 149.1 shall only have effect insofar as its

provisions are not void under sections 309A or 309B of the Act.

- 149.2 Subject to sections 337(4) to (6) of the Act, the Company may provide a Director with funds to meet expenditure incurred or to be incurred by him in defending (or seeking relief in respect of) any civil or criminal proceedings brought or threatened against him in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under sections 197 to 203 of the Act to enable a director to avoid incurring such expenditure.
- 149.3 The Company may also indemnify, out of the assets of the Company, any director of either the Company or any associated company where the Company or such associated company acts as trustee of a pension scheme, against liability incurred by him in connection with the relevant company's activities as trustee of such scheme.
- 149.4 The Company may also provide a Director with funds to meet expenditure incurred or to be incurred by him before, on or after 1 October 2007 in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under section 197 of the Act to enable a director to avoid incurring such expenditure.
- 149.5 For the purpose of Articles 149.1 and 149.3 above, the expression "associated company" shall mean a company which is either a subsidiary or a holding company of the Company or a subsidiary of such holding company as such terms are defined in the Act.