

No. 1157638

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ORDINARY AND SPECIAL RESOLUTIONS

OF

ROLFE & NOLAN COMPUTER SERVICES Plc

At the Annual General Meeting of the Company held at the Chartered Accountants' Hall, Moorgate Place, London, EC2 on Thursday 25th July 1991 the following resolutions were duly passed as Ordinary and Special Resolutions, respectively:-

ORDINARY RESOLUTION

5. THAT:

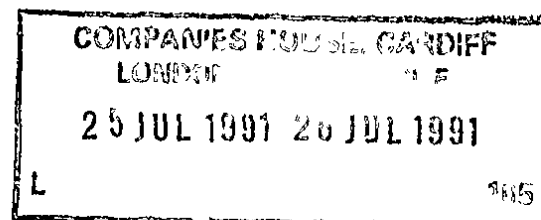
The Directors be and are hereby generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot relevant securities (within the meaning of that section) up to a maximum aggregate nominal amount of £179,796 provided that this authority shall expire on 24th July 1996 save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry.

SPECIAL RESOLUTIONS

8. THAT:

Subject to the passing of Resolution 5 the Directors be and are hereby empowered to allot or to make any offer or agreement to allot equity securities of the Company pursuant to the authority contained in Resolution 5 as if Section 89(1) of the Companies Act 1985 did not apply to any such allotment, provided that such power shall be limited:

- (a) to the allotment of equity securities in connection with a rights issue where the equity securities are offered to the holders of ordinary shares as nearly as may be in the proportions in which they hold such shares but subject to such exclusions or other arrangements as the Directors may consider necessary or expedient in relation to fractional entitlements or legal or practical problems arising under the laws of, or the requirements of any regulatory body or any stock exchange in, any territory; and
- (b) to the allotment (other than pursuant to paragraph (a) above) of equity securities up to a maximum nominal amount of £26,969,



2.

and shall expire at the conclusion of the next Annual General Meeting of the Company or on 24th October 1992, whichever is the sooner, save that the Directors may make any offer or agreement before such expiry which would or might require equity securities to be allotted after such expiry; words and expressions defined in or for the purposes of Sections 89 to 96 inclusive of the Companies Act 1985 shall bear the same meanings in this Resolution.

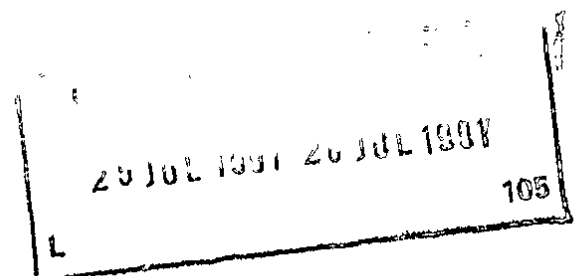
9. THAT:

The Articles of Association in the form presented to this meeting and initialled by the Chairman for the purposes of identification be and are hereby adopted as the Articles of Association of the Company in place of the existing Articles of Association.

Dated 25th July 1991

  
.....  
CHAIRMAN

7127N



Company No. 1157638

THE COMPANIES ACT 1985  
(as amended by the Companies Act 1989)

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PUBLIC COMPANY LIMITED BY SHARES

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NEW  
ARTICLES OF ASSOCIATION  
(Adopted by Special Resolution passed on  
25th July 1991)

of

ROLFE & NOLAN COMPUTER SERVICES PLC

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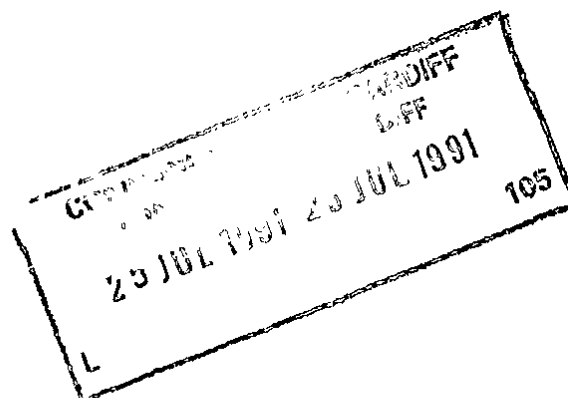
Incorporated 21st day of January 1974

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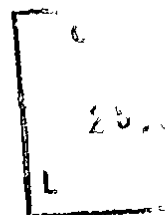
(5374N)



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THE COMPANIES ACT 1985  
(as amended by the Companies Act 1989)

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PUBLIC COMPANY LIMITED BY SHARES

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NEW  
ARTICLES OF ASSOCIATION  
(Adopted by Special Resolution passed on  
1991)

of

ROLFE & NOLAN COMPUTER SERVICES PLC

PRELIMINARY

1. No regulations set out in any schedule to any of the Statutes shall apply as regulations or articles of the Company.

2. In these Articles (if not inconsistent with the subject or context and save as expressly provided in these Articles) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively:-

the Act	The Companies Act 1985.
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these Articles	These articles of association as from time to time altered by special resolution.
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the Auditors	The auditors for the time being of the Company.
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the Board	The board of Directors of the Company or the Directors present at a meeting of the Directors at which a quorum is present or any committee authorised by the Board to act on its behalf, or the persons present at a meeting of such a committee at which a quorum satisfying the requirements of Article 106 is present.
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the Directors	The directors for the time being of the Company.
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Executive Director	A Chief Executive, Joint Chief Executive, or Deputy Chief Executive of the Company or a Director who is the holder of any other employment or executive office with the Company.
Office	The registered office of the Company for the time being.
Paid	Paid or credited as paid.
the Register	The register of members of the Company.
Seal	Any common or official seal that the Company may be permitted to have under the Statutes.
the Secretary	Any person qualified in accordance with the Statutes appointed by the Board to perform any of the duties of the Secretary and where two or more persons are appointed to act as joint secretaries shall include any one of those persons.
Securities Seal	An official seal kept by the Company pursuant to Section 40 of the Act.
the Statutes	The Act, the Companies Act 1989 and every other act for the time being in force concerning companies and affecting the Company.
The Stock Exchange	The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited.
Transfer Office	The place where the Register is situated for the time being.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar month.
Year	Calendar year.
In writing	Written or produced by any substitute for writing or partly one way and partly another.

The expressions "debenture" and "debenture holder" shall respectively include "debenture stock" and "debenture stockholder".

The expression "recognised clearing house" means a recognised clearing house within the meaning of the Financial Services Act 1986

acting in relation to a recognised investment exchange and "recognised investment exchange" has the same meaning as in the Financial Services Act 1986.

In these Articles any reference to any statutory provision or enactment shall include any statutory modification or re-enactment of such provision.

Headings are included only for convenience and shall not affect the construction of these Articles.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include corporations.

A special or extraordinary resolution shall be effective for any purposes for which an ordinary resolution is expressed to be required under any provision of these Articles.

Subject to the above any words or expressions defined in the Act shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

#### REGISTERED OFFICE

3. The Office shall be at such place in England and Wales as the Board shall from time to time appoint.

#### SHARE CAPITAL

4. The share capital of the Company is £740,000 divided into 7,400,000 Ordinary Shares of 10p each.

#### VARIATION OF RIGHTS

5. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company and to the proceedings thereat shall mutatis mutandis apply, except that:-

(i) the quorum shall be two persons at least holding or representing by proxy one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting a quorum as above defined is not present, any one holder of shares of the class present in person or by proxy shall be a quorum); and

- (ii) any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him.

The provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

6. The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by the terms of issue of such shares, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* with them but in no respect in priority to them.

#### ALTERATION OF SHARE CAPITAL

7. The Company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe. All new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

8. (A) The Company may by ordinary resolution:-

- (i) consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares;
- (ii) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its authorised capital by the amount of the shares so cancelled; and
- (iii) sub-divide its shares, or any of them, into shares of smaller nominal value than is fixed by the Memorandum of Association of the Company (subject, nevertheless, to the provisions of the Statutes) and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares.

- (B) Upon any consolidation of fully paid shares into shares of larger nominal value the Board may as between the holders of shares so consolidated determine which shares are consolidated into each consolidated share and, in the case of



any shares registered in the name of one holder being consolidated with shares registered in the name of another holder, may make such arrangements as may be thought fit for the sale to any person (including, subject to the provisions of the Statutes, the Company) of the consolidated share or any fractions of such share and for the distribution of the net proceeds of sale in due proportion among the persons entitled to them. The Board may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of the purchaser. The transferee shall not be bound to see the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

(C) Provided that the necessary unissued shares are available, the Board may alternatively in each case where the number of shares held by any holder is not an exact multiple of the number of shares to be consolidated into a single share, issue to each such holder credited as fully paid up by way of capitalisation of reserves (and without the sanction required in Article 136) the minimum number of shares required to round up his holding to such a multiple (such issue being deemed to have been effected immediately prior to consolidation) and the amount required to pay up such shares shall be appropriated at their discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including without limitation the share premium account and capital redemption reserve fund) or to the credit of profit and loss account and capitalised by applying the same in paying up such shares.

9. The Company may by special resolution reduce or cancel its share capital or any capital redemption reserve fund or share premium account or any other reserve fund in any manner and with and subject to any confirmation or consent required by law.

#### PURCHASE OF OWN SHARES

10. (A) Subject to the Statutes and in accordance with these Articles, and any special rights attached to any class of shares, the Company may purchase any of its own shares of any class (including redeemable shares) at any price (whether at, above or below their nominal amount). All shares shall be cancelled immediately upon completion of the purchase and the amount of the Company's issued share capital (but not authorised share capital) shall be reduced by the nominal amount of the shares purchased. The authorised but unissued share capital resulting from such purchases and cancellation shall, where appropriate, be consolidated or sub-divided so as to consist of shares of 10p each and all such shares shall, pending the determination of the rights, if any, to be attached to such shares pursuant to Article 5, be designated Ordinary Shares of 10p each. Every contract providing for the purchase by the Company of shares in the Company shall be authorised by a resolution of the Company as required by the

Act and, if the Company has in existence any shares which entitle the holders to convert them (whether immediately or otherwise) into equity shares, by an extraordinary resolution passed at a separate class meeting of the holders of such shares but subject to this requirement the Board shall have full power to determine or approve the terms of such contract.

(B) Purchases by the Company of its own redeemable shares shall, where such shares are listed on The Stock Exchange, be limited to a maximum price which, in the case of purchases through the market or by tender, will not exceed the average of the middle market quotations taken from The Stock Exchange Official List for the 10 business days before the purchase is made or in the case of a purchase through the market, at the market price, provided that it is not more than 5 per cent above such average. If such purchases are by tender, tenders shall be made available to all holders of such shares alike.

(C) Neither the Company nor the Board shall be required to select any shares proposed to be redeemed or purchased rateably or in any other particular 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 dividends or capital conferred by any class of shares.

(D) Subject to the provisions of the Statutes, the Company may agree to the variation of any contract entered into in pursuance of this Article and to release any of its rights or obligations under any such contract.

(E) Notwithstanding anything to the contrary contained in these Articles, the rights and privileges attached to any class of shares shall not be deemed to be altered or abrogated by anything done by the Company in pursuance of any resolution passed under the powers conferred in this Article.

#### SHARES

11. Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall not be bound by or required in any way to recognise (even when having notice thereof) the terms of any trust on which any shares are held or any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other right in respect of any share except an absolute right to the entirety thereof by the registered holder.

12. (A) Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may

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

(B) Shares may with the sanction of an ordinary resolution be issued on the terms that they are, or are liable, to be redeemed at the option of the Company or the share holder on the terms (subject to Article 10) and in the manner as the Company before the issue of such shares may by special resolution determine.

13. Subject to the provisions of the Statutes (and of any resolution of the Company in general meeting passed pursuant to them) and of these Articles, all unissued shares whether forming part of the original or any increased capital shall be at the disposal of the Board and it may allot with or without conferring a right of renunciation, grant options over or otherwise dispose of them to such persons, at such times and on such terms and conditions as it thinks proper.

14. The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted and the commissions may be satisfied by the payment of cash or by 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.

15. Subject to the provisions of the Statutes and of these Articles, the Board 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 of such share by the allottee in favour of some other person and may accord to any allottee of such share a right to effect such renunciation upon and subject to such terms and conditions as the Board may think fit to impose.

#### SHARE CERTIFICATES

16. All forms of certificate for share or loan capital or other securities of the Company shall be issued under a Seal or in such other manner as the Board, having regard to the terms of issue and any listing requirements may authorise and shall specify the number and class of shares to which it relates and the amount paid up on such shares. No certificate may be issued representing shares of more than one class. The Directors may dispense with the issue of a certificate in respect of shares held by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange.

17. The Company shall not be bound to issue more than one certificate in respect of a share held jointly by several persons, and delivery of a certificate to one of two or more joint holders shall be sufficient delivery to all such holders.

18. Subject to the provisions of these Articles, any person (excluding a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange to whom no

certificate is to be issued pursuant to Article 16) whose name is entered in the Register in respect of any shares of any one class upon the issue or transfer to him of those shares shall be entitled without payment to a certificate for them (in the case of issue) within fourteen days after allotment (or such longer period as the terms of issue shall provide) or (in the case of a transfer of fully paid shares) within fourteen days of the lodgement of a transfer or (in the case of a transfer of partly paid shares) within fourteen days after lodgement of a transfer of such shares.

19. Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate for the balance of such shares shall be issued in lieu without charge.

20. (A) Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.

(B) If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request.

(C) If a share certificate shall be defaced, worn out, lost, stolen, or destroyed, or is alleged to have been lost, stolen or destroyed, it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of any reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, where it is defaced or worn out, after delivery of the old certificate to the Company.

(D) In the case of shares held jointly by several persons any such request may be made by any one of the joint holders upon whose request the Board and the Company may act without reference to any other joint holder.

#### CALLS ON SHARES

21. The Board may from time to time make calls upon the members in respect of any money unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) provided that no call shall exceed one fourth of the nominal amount of such shares or be payable at less than one month from the date fixed for payment of the last previous call but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable by instalments. A person upon whom a call is made shall remain liable on such call notwithstanding the subsequent transfer of shares in respect of which the call was made.

22. Each member shall (subject to receiving at least fourteen days' notice specifying the time or times, the place of payment and the amount called on his shares) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the shares. A call may be revoked or postponed as the Board may determine.

23. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 20 per cent. per annum) as the Board determine but the Board shall be at liberty in any case or cases to waive payment of such interest wholly or in part.

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

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

26. The Board may, if it thinks fit, receive from any member willing to advance them all or any part of the monies (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish pro tanto the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (unless the Company by ordinary resolution shall otherwise direct) not exceeding 20 per cent. per annum) as the Board may decide.

#### FORFEITURE AND LIEN

27. If a member fails to pay in full any call or instalment of a call on the due date for payment the Board may at any time serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.

28. The notice shall name a further day (not being less than fourteen days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.

29. If the requirements of any such notice are not complied with, any share in respect of which such notice has been given may, at any time before the payments required by the notice have been made, be forfeited by a resolution of the Board to that effect and the forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Board may accept a surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture shall include surrender.

30. Where any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. An entry of such notice having been given and of the forfeiture or surrender with the date of such event shall forthwith be made in the Register opposite to the entry of the share, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry.

31. A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder of or entitled to the share, or to any other person upon such terms and in such manner as the Board shall think fit. At any time before such sale, re-allotment or disposition, the forfeiture or surrender of the share may be cancelled by the Board on such terms as it thinks fit. The Board may, if necessary, authorise some person to execute an instrument of transfer of a forfeited or surrendered share.

32. A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares but shall, notwithstanding the forfeiture or surrender, remain liable to pay to the Company all monies which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest at such rate (not exceeding 20 per cent. per annum) as the Board may determine from the date of forfeiture or surrender until payment and the Board may, at its absolute discretion, enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or waive payment in whole or in part.

33. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members.

34. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of such share and, subject to the provisions of the Statutes, the Company shall also have a first and paramount lien on

all shares (other than fully paid shares) standing registered in the name of a single member for all the debts and liabilities of such member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member and whether the period for the payment or discharge of the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such member, or his estate, and any other person, whether a member of the Company or not. The Board may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends and other monies payable in respect of it.

35. The Company may sell, in such manner as the Board thinks fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen clear days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled to it by reason of his death or bankruptcy.

36. The net proceeds (after payment of the costs of the sale) shall be applied in or towards payment or satisfaction of the debts or liabilities in respect of which the lien exists so far as the same are presently payable and any residue shall (subject to a similar lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares immediately before the sale.

37. To give effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser and may enter the purchaser's name in the Register as holder of the shares and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity of, the proceedings or be bound to see to the application of the purchase money and after his name has been entered in the Register the validity of the sale shall not be impeached by any person.

38. No shareholder shall be entitled to receive any dividend until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

39. 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 in it as 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 of the share together with the share certificate delivered to a purchaser or allottee of the share 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 relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

#### TRANSFER OF SHARES

40. All transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Board and may be under hand only. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect of them.

41. The registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine either generally or in respect of any class of shares. The Register shall not be closed for more than thirty days (excluding statutory or public holidays) in any year.

42. The Board may in its absolute discretion and without giving any reason for so doing refuse to register any transfer of shares (not being fully paid shares). The Board may also refuse to register a transfer of shares (whether fully paid or not) in favour of more than four persons jointly. If the Board refuses to register a transfer, it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

43. (A) The Board may decline to recognise any instrument of transfer unless:-

(i) the instrument of transfer is in respect of only one class of share; and

(ii) it is duly stamped and is lodged at the Transfer Office accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). In the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange the lodgment of share certificates will only be necessary if, and to the extent that, certificates have been issued in respect of the shares in question.

(B) All instruments of transfer which are registered may be retained by the Company but any instruments which the



Directors refuse to register shall (except in the case of fraud) be returned to the person depositing the same.

44. No fee will be charged by the Company in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

#### DESTRUCTION OF DOCUMENTS

45. The Company may destroy:-

- (A) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- (B) any variation or cancellation of any dividend mandate at any time after the expiry of two years from the date such variation or cancellation was recorded by the Company;
- (C) any notification of change of name or address at any time after the expiry of two years from the date such notification was recorded by the Company;
- (D) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration; and
- (E) any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it;

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer destroyed pursuant to this Article was a valid and effective instrument duly and properly registered and that every other document so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:-

- (i) this Article 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 a claim (regardless of the parties to it);
- (ii) nothing 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 set out above or in any case where the conditions of proviso (i) above are not fulfilled; and

(iii) references in this Article to the destruction of any document include references to its disposal in any manner.

#### TRANSMISSION OF SHARES

46. In case of the death of a shareholder, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only person or persons recognised by the Company as having any title to or interest in the shares, but nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

47. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise by operation of law to such entitlement may (subject as provided in these Articles) upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share either be registered himself as holder of the share upon giving to the Company notice in writing of his desire to be so registered or transfer such share to some other person. If he shall elect to have his nominee registered, he shall signify his election by signing an instrument of transfer of such share in favour of his nominee. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to any such notice or transfer as aforesaid as if the death or bankruptcy of the member or other event as giving rise to the transmission had not occurred and the notice or transfer were a transfer executed by such member.

48. Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member or other event giving rise by operation of law to such entitlement (upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that until he becomes registered as a member in respect of the share, he shall not be entitled in respect of the share (except with the authority of the Board) to exercise any right conferred by membership in relation to meetings of the Company. The Board 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 Board may withhold payment of all dividends and other monies payable in respect of the share until the requirements of the notice have been complied with.

49. Nothing in these Articles shall prevent title to any securities of the Company from being evidenced without a certificate or other document of title or from being transferred without respectively a certificate or a written instrument in each case in

accordance with any statutory regulations from time to time made under the Statutes and the Directors shall have power to approve, establish and implement any arrangements which they may think fit for such evidencing and transfer which accord with the provisions or requirements of any such statutory regulation, and this Article shall be deemed to confer on the Directors any authorisation required to be so conferred by any such statutory regulation including powers to charge such fees as may be prescribed or allowed by any such regulation for registering transfers or otherwise in connection with the operation of any such arrangements.

#### SHARE WARRANTS TO BEARER

50. Share warrants to bearer may be issued by the Board in respect of fully-paid shares on such terms and conditions as to voting and in all other respects as they may prescribe, providing that no new share warrant to bearer shall be issued to replace one that has been lost unless it is proved beyond reasonable doubt to the satisfaction of the Board to have been destroyed. The bearer of a share warrant shall be subject to the terms and conditions governing share warrants for the time being in force, whether made before or after the issue of such share warrant.

#### STOCK

51. The Company may from time to time by ordinary resolution convert any paid-up shares into stock or reconvert any stock into paid-up shares of any denomination. After the passing of any resolution converting all the fully paid up shares of any class in the capital of the Company into stock, any shares of that class that subsequently become fully paid up and rank pari passu in all other respects with such shares shall, by virtue of this Article and such resolution, be converted into stock transferable in the same units as the shares already converted.

52. The holders of stock may transfer all or any part of their holding in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred (or as near to such regulations as circumstances admit) but no stock shall be transferable except in such units (not being greater than the nominal amount of the shares from which the stock arose) as the Board may from time to time determine.

53. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters as if they held the shares from which the stock arose; but no such privilege or advantage (except as regards participating in the profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.

#### GENERAL MEETINGS

54. An annual general meeting shall be held once in every calendar

year at such time (within a period of not more than fifteen months after the holding of the last preceding annual general meeting) and place as may be determined by the Board. All other general meetings shall be called extraordinary general meetings.

55. Where a general meeting is convened on the requisition of the members in accordance with the Statutes, the Board shall convene a meeting for a date not more than twenty eight days after the date of the notice convening the meeting.

#### NOTICE OF GENERAL MEETINGS

56. An annual general meeting and any general meeting at which it is proposed to pass a special resolution, or (save as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by not less than twenty-one days notice in writing and any other general meeting by not less than fourteen days notice in writing. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given in the manner set out in these Articles to all members other than such (if any) as are not under the provisions of these Articles entitled to receive such notices from the Company: Provided that a general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed:-

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

(ii) in the case of an extraordinary general meeting by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

Provided also that the accidental omission to give notice to or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to or the non-receipt of notice or such instrument of proxy by any person entitled to receive notice shall not invalidate any general meeting or any proceedings at the meeting.

57. (A) Every notice calling a general meeting shall specify the place and the day and hour of the meeting and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not be a member of the Company.

(B) In the case of an annual general meeting, the notice shall also specify the meeting as such.

(C) In the case of any annual general meeting at which

business other than ordinary business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as an extraordinary resolution or as a special resolution, the notice shall set out in full the resolution to be proposed as an extraordinary resolution or as a special resolution as the case may be.

58. Ordinary business shall mean and include only business transacted at any annual general meeting of the following classes, that is to say:-

- (i) declaring and sanctioning dividends;
- (ii) receiving the accounts, the reports of the Directors and Auditors and other documents required to be attached or annexed to the accounts;
- (iii) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;
- (iv) the re-appointment of Auditors where special notice of the resolution for such appointment is not required by the Act; and
- (v) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.

#### PROCEEDINGS AT GENERAL MEETINGS

59. The chairman of the Board (if any), failing whom the deputy chairman (if any), shall preside as chairman at a general meeting. If there be no such chairman or deputy chairman, or if at any meeting neither the chairman nor deputy chairman is present within five minutes after the time appointed for holding the meeting, or if neither of them is willing to act as chairman, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the persons present and entitled to vote on a poll shall choose one of their number), to be chairman of the meeting.

60. No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present in person or by proxy and entitled to vote at that meeting shall be a quorum for all purposes. A corporation being a member shall be deemed for the purpose of these Articles to be present in person if represented by proxy or in accordance with the provisions of the Statutes.

61. (A) The chairman of the meeting may with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place and if it appears to the Chairman of the meeting that it has become or is likely to become impracticable to conduct, or to continue to conduct,

the business of such meeting (in an orderly manner) because of the numbers attending or wishing to attend such meeting or, in the reasonable opinion of the Chairman, because of their conduct, he may adjourn the meeting to another time and place or sine die, in each case without the need for such consent. No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for any adjourned meeting shall be fixed by the Board. When a meeting is adjourned for thirty days or more or sine die, not less than seven days' notice of such adjourned meeting shall be given in the same manner as that of the original meeting.

(B) If within five minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such other day (not being less than fourteen nor more than twenty-eight days thereafter) and at such other time or place as the chairman of the meeting may determine and that at such adjourned meeting one member present in person or by proxy (whatever the number of shares held by him) shall be a quorum. The Company shall give not less than seven days' notice in writing of any meeting adjourned through want of a quorum and such notice shall state that one member present in person or by proxy (whatever the number of shares held by him) shall be a quorum.

62. Save as expressly provided in these Articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

63. (A) No amendment or proposed amendment to any ordinary resolution shall be put to or voted upon by the members at any general meeting or adjourned general meeting unless the Company has received written notice of the amendment or proposed amendment and of the intention of the proposer to attend and propose it at least forty-eight hours before the time fixed for the general meeting. Notwithstanding that no such written notice shall have been given, the chairman, in his absolute discretion, may accept or propose at any general meeting or adjourned general meeting amendments, of a minor or formal nature or to correct a manifest error or, which he may in his absolute discretion consider fit for consideration at the meeting.

(B) Subject to Article 63(A) 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 an error in such ruling. In the case of a resolution duly proposed as a special or extraordinary resolution no amendment (other than a mere formal amendment or to correct a manifest error) may in any event be considered or voted upon.

64. 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 immediately after the declaration of the result of the show of hands) demanded:-

- (i) by the chairman of the meeting; or
- (ii) by not less than five members present in person or by proxy and entitled to vote at the meeting; or
- (iii) by or on behalf of a member or members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (iv) by or on behalf of a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which there have been paid up sums equal in the aggregate to not less than one-tenth of the total sum paid up on all the shares conferring that right.

65. (A) Unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall in the absence of manifest error, be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such a manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of conducting and/or declaring the result of the poll.

(B) A demand for a poll may be withdrawn at any time before the poll is taken or the close of the meeting, whichever is earlier, but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

66. 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 further or casting vote.

67. (A) A poll demanded on the election of a chairman of the meeting or on a question of 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 days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately.

(B) The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

#### VOTES OF MEMBERS

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

69. 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.

70. Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder or being otherwise incapable of managing his affairs, the Board may in its absolute discretion, upon or subject to production of such evidence of the appointment as the Board may require, permit such receiver or other person on behalf of such member to vote in person or by proxy at any general meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

71. No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company, if any call or other sum presently payable by him to the Company in respect of shares in the Company remains unpaid.

72. (A) If:-

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

(ii) any votes have been counted which ought not to have been counted or which might have been rejected; or

(iii) any votes are not counted which ought to have been counted;

the objection or error shall not vitiate the decision of the meeting or adjourned meeting or any resolution unless



it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs.

(B) Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive in the absence of manifest error.

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

74. A proxy need not be a member of the Company.

75. (A) An instrument appointing a proxy shall be in any usual or common form or in any other form which the Board may approve. Forms of instrument of proxy shall provide for voting both for and against all resolutions to be proposed at that meeting, other than resolutions relating to the procedure of the meeting. The instrument of proxy shall be in writing and:-

(i) in the case of an individual shall be signed by the appointor or by his attorney; and

(ii) in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation stating his capacity.

(B) The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney the Board may, but shall not be bound to, require evidence of the authority of the officer or attorney (failing previous registration with the Company) to be lodged with the instrument of proxy pursuant to the next following Article, failing which the instrument may be treated as invalid.

76. (A) An instrument appointing a proxy must be left at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the Transfer Office) not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used and in default shall not be treated as valid. An instrument appointing a proxy relating to more than one meeting (including any adjournment of the meeting) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

(B) When two or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting; the one which is last delivered (regardless of its date or the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the company is unable to determine which was the last delivered, none of them shall be treated as valid in respect of that share.

77. (A) An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll and shall, unless the contrary is stated, be valid as well for any adjournment of the meeting as for the meeting to which it relates but unless authorised by the Statutes a proxy may not speak at any meeting. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting at the meeting or poll convened in such manner as the member shall think fit.

(B) For the purposes of these Articles a demand for a poll made by a person as proxy for a member or as the duly authorised representative of a corporate member shall be the same as a demand made by the member.

78. A vote cast by proxy shall not be invalidated by the previous death or insanity or incapacity of the member or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity, incapacity or revocation shall have been received by the Company at the Transfer Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

79. (A) For the purposes of this Article (unless the context otherwise requires) the words set out in the first column below shall bear the meanings set opposite them respectively:-

"Disclosure Notice"	A notice issued by or on behalf of the Company requiring disclosure of interests in specified shares pursuant to section 212 of the Act;
"Restrictions"	One or more, as the case may be, of the restrictions referred to in paragraph (C) of this Article; and
"Default Shares"	All or, as the case may be, such of the shares registered in the name of the member upon whom a Disclosure Notice is served as may be specified in such Disclosure Notice.

(B) Notwithstanding anything in these Articles to the contrary, if:-

(i) a Disclosure Notice has been served on a member; and

(ii) the Company has not received (in accordance with the terms of such Disclosure Notice) the information required in it in respect of the relevant Default Shares not later than fourteen days (subject as provided in paragraph (G) of this Article) after the service of such Disclosure Notice;

then the Board may (subject to paragraph (C) of this Article) determine that the member in respect of the relevant Default Shares shall, upon the issue of a Restriction Notice (as referred to below), be subject to the restrictions referred to in such Restriction Notice (and upon the issue of such Restriction Notice such member shall be so subject).

A "Restriction Notice" shall be a notice issued by the Company stating, or substantially to the effect that (until such time as the Board determines otherwise pursuant to paragraph (D) of this Article) the Default Shares referred to in such notice shall be subject to the one or more restrictions stated in such notice.

(C) The restrictions which the Board may determine shall apply to Default Shares pursuant to this Article shall be one or more, as determined by the Board, of the following (save that, in the case of a member on whom a Disclosure Notice has been served in respect of Default Shares who is the holder of less than 0.25 per cent. in nominal value of the shares of the same class as the Default Shares in issue at the time of such service, only the restriction referred to in sub-paragraph (C)(i) of this Article may be determined by the Board to apply):-

(i) that the member registered in respect of such Default Shares shall not be entitled, in respect of those Default Shares, to be present or to vote either personally or by proxy or otherwise at any general meeting or at any separate general meeting of the holders of any class of shares or upon any poll or to exercise any other right in relation to any general meeting or any separate class meeting;

(ii) that no transfer of such Default Shares by the member registered in respect of such Default Shares shall be effective or shall be recognised by the Company;

(iii) that no dividend shall be paid to the member registered in respect of such Default Shares in respect

of those Default Shares and that, in circumstances where an offer of the right to elect to receive ordinary shares instead of cash in respect of any dividend is or has been made, any election made under those circumstances by such member in respect of such Default Shares shall not be effective (subject to paragraph (I) of this Article).

(D) The Board may determine that one or more of the restrictions imposed on Default Shares shall cease to apply (whereupon they shall cease to so apply) at any time and the Board shall so determine within seven days of the happening of any of the following events:-

(i) the Company receives (in accordance with the terms of the relevant Disclosure Notice) the information required by it in respect of such Default Shares;

(ii) the Company receives an executed instrument of transfer in respect of such Default Shares, which would otherwise be given effect to, pursuant to a sale of such Default Shares on a recognised investment exchange as defined in the Financial Services Act 1986 or on any stock exchange on which the Company's shares are normally traded or dealt in or acceptance of a take-over offer for a company (as defined in Section 14 of the Companies Securities (Insider Dealing) Act 1985);

(iii) the Company receives any other executed instrument of transfer in respect of the Default Shares which would otherwise be given effect to and the Board has not determined, within ten days after such receipt, not to give effect to such transfer on the grounds that it has reasonable cause to believe that the change in the registered holder of such Default Shares would not be as a result of an arm's length sale resulting in a material change in beneficial interests in such Default Shares.

(E) Where dividends are not paid as a result of restrictions having been imposed on Default Shares, such dividends shall accrue and shall be payable (without interest) upon the relevant restriction ceasing to apply.

(F) Where the Board makes a determination under paragraph (D)(iii) of this Article it shall notify the purported transferee as soon as practicable thereafter and any person may make representations in writing to the Board concerning any such determination. The Board shall not be liable to any person as a result of having imposed restrictions or failed to determine that such restrictions shall cease to apply if the Board acted in good faith.

(G) Where the member on whom a Disclosure Notice is served in respect of Default Shares is the holder of less than 0.25

per cent. in nominal value of the shares of the same class as the Default Shares in issue at the time of such service, the period of fourteen days referred to in paragraph (B)(ii) of this Article shall be deemed to be replaced by reference to a period of twenty-eight days.

(H) Shares issued in right of Default Shares in respect of which a member is for the time being subject to particular restrictions shall on issue become subject to the same restrictions whilst held by that member as the Default Shares in right of which they are issued. For this purpose, shares which the Company procures to be offered allotted or appropriated to shareholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain members by reason of legal or practical problems associated with offering shares outside the United Kingdom) shall be treated as shares issued in right of Default Shares.

(I) The Board shall at all times have the right, at its discretion, to suspend, in whole or in part, any Restriction Notice given pursuant to this Article either permanently or for any given period and to pay to a trustee any dividend payable in respect of any Default Shares or in respect of any shares issued in right of Default Shares which are referred to in such Restriction Notice. Notice of any suspension, specifying the sanctions suspended and the period of suspension, shall be given to the relevant holder in writing within seven days after any decision to implement such a suspension.

(J) Nothing contained in this Article shall limit the power of the Directors under Section 216 of the Act.

#### CORPORATIONS ACTING BY REPRESENTATIVES

80. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purpose of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at the meeting.

#### DIRECTORS

81. The Directors, subject as provided below, shall not be less than two and not more than fifteen in number. The Company may by ordinary resolution from time to time vary the minimum number and the maximum number of Directors. Alternate directors shall not be counted as Directors for the purpose of this Article.

82. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of

the Company shall be entitled to be given notice of, and to attend and speak at, general meetings and at any separate general meeting of the holders of a class of shares whether or not he is a holder of shares of that class.

83. The Directors shall be entitled to receive fees for their services at such rate, not exceeding an aggregate sum of £100,0 per annum, as the Board may from time to time determine. The Company in general meeting may alter the amount of such maximum aggregate sum.

84. Any Director who holds any executive office or who serves on any committee, or who otherwise performs services which, in the opinion of the Board or any committee authorised by the Board is outside the scope of the ordinary duties of a Director, may be paid such remuneration by way of salary, commission, participation in profits or otherwise as the Board or any committee authorised by the Board may determine. Any Director who, by request, performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration as the Board may from time to time determine.

85. The Board may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Board or of any committee of the Board or general meetings or otherwise in or in connection with the performance of his duties.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

86. Without prejudice to the provisions for retirement by rotation contained in these Articles, the office of a Director shall be vacated in any of the following events namely:-

(i) If he ceases to be a Director by virtue of the Statutes or he shall become prohibited by law from acting as a Director or is removed from office pursuant to these Articles.

(ii) If he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Board shall resolve to accept such offer.

(iii) If he shall have a receiving order made against him or, in Scotland, has his estate sequestrated or shall compound with his creditors generally.

(iv) If he shall be removed from office by notice in writing served upon him signed by all his co-Directors, but so that if he holds an appointment to an executive employment which thereby automatically determines, such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim he may have for damages for breach of any agreement between him and the Company.

(v) If, without leave, he is absent from meetings of the Directors (whether or not an alternate Director appointed by

him attends) for twelve consecutive months and the Directors resolve that his office is vacated.

(vi) If he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated.

87. At every annual general meeting one-third of the Board for the time being (or, if their number is not three or a multiple of three, the number nearest to but not exceeding one-third) shall retire from office by rotation but, if there are only one or two directors who are subject to retirement by rotation, one of such directors shall retire.

88. The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that, as between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

89. The Company, at the meeting at which a Director retires under any provision of these Articles may, by ordinary resolution fill up the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default the retiring Director shall be deemed to have been re-elected except in any of the following cases:-

(i) Where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost.

(ii) Where such Director has given notice in writing to the Company that he is unwilling to be re-elected.

(iii) Where the default is due to the moving of a resolution in contravention of the next following Article.

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

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

91. No person, other than a Director retiring at the meeting, shall, unless recommended by the Directors for election, be eligible for appointment as a Director at any general meeting unless not less than seven nor more than forty-two days (inclusive of the date on which the notice is given) before the date appointed for the meeting there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected.

92. The Company may, in accordance with and subject to the provisions of the Statutes by ordinary resolution of which special notice has been given remove any Director from office (notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement) and in addition it may appoint another person in place of a Director so removed from office and any person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

93. The Company may by ordinary resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director and, without prejudice to such power of appointment, the Directors shall have power at any time so to do, but so that the total number of Directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these Articles.

94. Any person so appointed by the Board shall hold office until the next annual general meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

#### AGE OF DIRECTORS

95. No person shall be disqualified from being appointed a Director and no Director shall be required to vacate that office by reason only of the fact that he has attained the age of seventy years or any other age, nor shall it be necessary to give special notice under the Statutes of any resolution appointing, reappointing or approving the appointment of a Director by reason of his age, but where the Board convenes any general meeting of the Company at which (to the knowledge of the Board) a Director will be proposed for appointment or reappointment who has at the date of such meeting attained the age of seventy years, the Board shall give notice of his having attained such age in the notice convening the meeting or in any document sent with the notice, but the accidental omission to give such notice shall not invalidate any proceedings at that meeting or any appointment or reappointment of such director at the meeting.



### EXECUTIVE DIRECTORS

96. The Board or any committee authorised by the Board may from time to time appoint one or more directors (including the Chairman of the Board) to be a Chief Executive, Joint Chief Executive or Deputy Chief Executive or to hold any other employment or executive office with the Company for such period (subject to the Statutes) and upon such terms as the Board or any committee authorised by the Board may in its discretion decide and may revoke or terminate any of such appointments. Any such revocation or termination referred to above shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.

97. An Executive Director shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may in its discretion decide, and either in addition to or in lieu of his remuneration as a Director.

### DIRECTORS' EXPENSES

98. Each Director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings or any other meeting which as a Director he is entitled to attend and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director. Any director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may in its discretion decide and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.

### ALTERNATE DIRECTORS

99. (A) Any Director may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Board, appoint any person (including another Director) to be his alternate director and may in the same manner at any time terminate such appointment. Such appointment, unless previously approved by the Board or unless the person so appointed is already a Director, shall have effect only upon and subject to being so approved.

(B) The appointment of an alternate director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director provided that, if at any

meeting any Director retired by rotation or otherwise but is reappointed at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.

(C) An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Board and shall be entitled to attend and vote as a Director at any such meeting at which the Director for whom he is appointed an alternate is not personally present and generally at such meeting to perform all the functions of a Director and for the purposes of the proceedings at such meeting the provision of these Articles shall apply as if he (instead of the Director for whom he is appointed an alternate) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative. If the Director for whom he is appointed an alternate is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Board shall be as effective as the signature of the Director for whom he is appointed an alternate. To such extent as the Board may from time to time determine in relation to any committee of the Board, the provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which the Director for whom he is appointed an alternate is a member. An alternate director shall not (save as set out in these Articles) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

(D) Every person acting as an alternate director shall (except as regards power to appoint an alternate director and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him.

(E) An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to the Director for whom he is appointed an alternate as such Director may by notice in writing to the Company from time to time direct.

#### MEETINGS AND PROCEEDINGS OF THE BOARD

100. Subject to the provisions of these Articles, the Board may meet together for the despatch of business, adjourn and otherwise

regulate their meetings as they think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Board, such meeting to be held within fourteen days of the date on which the requisition is served on the Secretary. It shall not be necessary to give notice of a meeting of Board to any Director for the time being absent from the United Kingdom. Any Director may waive notice of any meeting and any such waiver may be prospective or retrospective.

101. The quorum necessary for the transaction of the business of the Board may be fixed from time to time by the Board and, unless so fixed at any other number, shall be three. A meeting of the Board at which a quorum is present shall be competent to exercise all powers, authorities and discretions for the time being vested in or exercisable by the Board. Subject to the provisions of these Articles any Director who ceases to be a Director at a board meeting may continue to be present and to act as a Director and be counted in the quorum if no other Director objects and if otherwise a quorum of Directors would not be present.

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

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

104. The Board may elect a chairman a deputy chairman (or two or more deputy chairmen) a vice chairman and determine the period for which each is to hold office. If no chairman or deputy chairman shall have been appointed, or if at any meeting neither be present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

105. (A) A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board is as valid and effectual as if it had been passed at a meeting of the Board (or, as the case may be, of that committee) duly convened and held, and may consist of several documents in similar form each executed by one or more Directors.

(B) In determining whether a quorum exists, fixed by or in accordance with these Articles as that necessary for the transaction of the business of the Board, the following shall be counted in the quorum:-

(i) in the case of a resolution agreed by the Board in telephone communication, all such Directors,

(ii) in the case of a meeting of the Board, in addition to the Directors present at the meeting any Director in telephone communication with the meeting; and

(iii) in the case of a resolution agreed by the board by exchange of facsimile transmissions, all Directors taking part in such exchange.

(C) The Board, or a committee of the Board, may hold meetings by telephone, either by conference telephone connection(s) or by a series of telephone conversations, or by exchange or facsimile transmissions addressed to the chairman. The views of the Board, or a committee of the Board, as ascertained by such telephone conversations or facsimile transmissions and communicated to the chairman shall be treated as votes in favour of or against a particular resolution. A resolution passed at any meeting held in this manner, and signed by the chairman, shall be as valid and effectual as if it had been passed at a meeting of the Board (or, as the case may be, of that committee) duly convened and held. 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.

106. The Board may delegate any of its powers or discretions to committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as provided in this Article. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Board. 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 but so that:-

(i) the number of co-opted members shall be less than one-half of the total number of members of the committee; and

(ii) no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors.

107. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as the regulations are applicable and are not superseded by any regulations made by the Board under the last preceding Article save that the quorum necessary for the transaction of the powers delegated by the Board to such committee may be fixed from time to time by the Board and, unless so fixed at any other number, shall be one.

108. All acts done by any meeting of the Board, or of any such committee, or by any person acting as a Director or as a member of

any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of the persons acting, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote.

#### DIRECTORS' INTERESTS

109. (A) A Director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine. Such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.

(B) A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional service as if he were not a Director.

(C) A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested, and shall not be liable to account to the Company or the members for any remuneration, profit or other benefit received by him as a Director or officer of or from his interest in such other company. The Directors may also cause the voting power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing the Directors or any of them to be Directors or officers of such other company, or voting or providing for the payment of remuneration to the Directors or officers of such other company.

(D) A Director shall not vote or be counted in the quorum on any resolution of the Board concerning his own appointment as the holder of any office or place of profit with the Company or any other company in which the Company is interested (including the arrangement or variation of the terms, or the termination of his own appointment with the Company or any other company in which the Company has an interest).

(E) Where arrangements are under consideration concerning the appointment (including the arrangement or variation of the terms thereof, or the termination of the appointment) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to

each Director and, in such case, each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (or the arrangement or variation of the terms, or the termination of the appointment) and except (in the case of an office or place or profit) where the other company is a company in which the Director owns one per cent. or more within the meaning of paragraph (I) below.

(F) Subject to the Statutes and to sub-paragraph (G) of this Article, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

(G) A Director who, to his knowledge, is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general notice to the Board by a Director to the effect that (a) he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm or (b) he is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement, provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

(H) Save as otherwise provided by these Articles, a Director shall not vote (nor be counted in the quorum) on any resolution of the Board in respect of any contract or arrangement or any other proposal in which he is, to his knowledge, materially interested and, if he shall do so, his vote shall not be counted but, subject to the provisions of the Statutes and in the absence of some other material interest, this prohibition shall not apply to any of the following matters namely:-

(i) any contract or arrangement for giving to such Director any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its subsidiaries;

(ii) any contract or arrangement for the giving by the Company or any of its subsidiaries of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries which the Director has himself given an indemnity or guaranteed or secured in whole or in part;

(iii) any offer of shares, debentures or other securities of or by the Company or any of its subsidiaries for subscription and in which he is or is to be interested as a participant in the underwriting or sub-underwriting of such securities;

(iv) any contract or arrangement in which he is interested by virtue of his interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;

(v) any contract or arrangement concerning any other company (not being a company in which the Director owns one per cent. or more within the meaning of sub-paragraph (I) below) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;

(vi) any proposal concerning the adoption, modification or operation of a pension fund or retirement death or disability benefits scheme under which the Director may benefit;

(vii) any arrangement for the benefit of employees of the Company or of any of its subsidiaries under which the Director benefits in a similar manner as the employees and which does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such arrangement relates; and

(viii) any contract for the purchase or maintenance for any Director or Directors of insurance against any liability; and

(ix) any proposal concerning the adoption, modification or operation of any share scheme under which the Director may benefit and which has been approved and authorised by the shareholders (except that no director may be counted in the quorum or vote in respect of his own participation).

(I) A company shall be deemed to be a company in which a

Director owns one per cent. or more if and so long as (but only if and so long as) he is (either directly or indirectly) the holder of or beneficially interested in one per cent. or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For the purpose of this paragraph there shall be disregarded any shares held by a Director as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the Director's interest is in reversion or remainder if and so long as some other person is entitled to receive the income of the trust, and any shares comprised in an authorised unit trust scheme in which the Director is interested only as a unit holder.

(J) Where a company in which a Director holds one per cent. or more is materially interested in a transaction, then that Director shall also be deemed materially interested in such transaction.

(K) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Directors. If any question shall arise in respect of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall be counted in the quorum but shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

(L) The Company may by ordinary resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

(M) For the purposes of this Article:-

(i) an interest of a person who is, for any purpose of the Act, connected with a Director shall be treated as an interest of the Director;

(ii) a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified, but not otherwise; and



(iii) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### POWERS AND DUTIES OF THE BOARD

110. The business of the Company shall be managed by the Board (or any committee authorised by the Board), which may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Statutes, Memorandum of Association or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Statutes, Memorandum of Association and of these Articles and to such directions, being not inconsistent with any provisions of these Articles and of the Statutes, as may be given by the Company by special resolution in general meeting, provided that no such direction shall invalidate any prior act of the Board which would have been valid if such direction had not been given. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

111. The Board may establish local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration. The Board may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board, with power to sub-delegate and may authorise the members of any local board or any of them to fill any vacancies and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person so appointed as aforesaid and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected by it.

112. The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, 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 Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board 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.

113. The Board may entrust to and confer upon any Director any of the powers exercisable by it (with power to sub-delegate) upon such terms and conditions and with such restrictions as it thinks fit and, either collaterally with, or to the exclusion of, its own powers and may from time to time revoke or vary all or any of such.

powers but no person dealing in good faith and without notice of such revocation or variation shall be affected by it.

114. Subject to the provisions of the Act, the Company may keep an overseas or local or other register in any place, and the Board may make and vary such regulations as it may think fit respecting the keeping of any such register.

115. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

116. The Board shall cause minutes or records to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Board;
- (b) of the names of the Directors present at each meeting of the Board or committee of the Board; and
- (c) of all resolutions and proceedings at all meetings of the Company and of the holders of any class of shares in the Company and of the Board and of any committee of the Board.

117. The Board may from time to time appoint any person to any office or employment having a descriptive designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may at any time determine any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment with the Company shall not imply that the holder of the office is a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these Articles.

118. (A) The Board (or any committee authorised by the Board) on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director provided that no pension, annuity or other allowance or benefit (except such as may be provided for by any other Article) shall be granted to a Director or former Director who has not been an Executive Director or held any other office or place of profit under the Company or any of its subsidiaries or to a person who has no claim on the Company except as a relation, connection or dependant of such a Director or former Director without the approval of an ordinary resolution of the Company. A Director or former Director shall not be accountable to the Company or the members for any benefit of any kind conferred under or

pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

(B) Without prejudice to the provisions of Article 118A the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, Auditors, officers or employees of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any other such company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other company, subsidiary, undertaking or pension fund.

#### PROVISION FOR EMPLOYEES

119. The Board may by resolution exercise any power conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its 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.

#### UNTRACED SHAREHOLDERS

120. The Company shall be entitled to sell by instructing a Member of the Stock Exchange to sell it 'at best' any share or stock of a member or any share or stock to which a person is entitled by transmission if and provided that:-

(i) for a period of twelve years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member or to the person entitled by transmission to the share or stock at his address on the Register or other the last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission provided that in any such period of twelve years the Company has paid at least three dividends whether interim or final and no such dividend has been claimed; and

(ii) the Company has at the expiration of the said period of twelve years, by advertisement in both a leading London daily

newspaper and in a newspaper circulating in the area in which the address referred to in paragraph (i) of this Article is located, given notice of its intention to sell such share or stock; and

(iii) the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of a sale received any communication from the member or person entitled by transmission; and

(iv) if any securities of the Company are listed on The Stock Exchange in London the Company has first given notice in writing to the Quotations Department of The Stock Exchange in London of its intention to sell such shares or stock.

If, after publication of either or both of the advertisements referred to in sub-paragraph (ii) above but before the Company has become entitled to sell the shares pursuant to this paragraph of this Article, the requirements of the other sub-paragraphs above cease to be satisfied, the Company may nevertheless sell these shares after the requirements of sub-paragraphs (i) to (iii) above have been satisfied afresh in relation to them.

If during the further period referred to in sub-paragraph (iii) further shares have been issued in light of those held at the beginning of the period of twelve years before the publication of the advertisements referred to in sub-paragraph (ii) above or of any so issued during such twelve year period and all the requirements of sub-paragraphs (i) to (iv) above (other than as to dividends) have been satisfied in regard to the further shares, the Company may also sell the further shares.

To give effect to any such sale the Board may authorise some person to transfer the shares an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares and the purchaser shall not be bound to see to the application of the purchase monies nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any monies earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Article shall be valid and effective notwithstanding that the member holding the shares sold is dead bankrupt or otherwise under any legal disability or incapacity.

#### BORROWING POWERS

121. (A) Subject as hereinafter provided and to the provisions of the Statutes, the Board may exercise all the powers of the

Company to borrow money, to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

- (B) (i) The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (so far, as regards subsidiaries, as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all monies borrowed by the Group (which expression in this Article means the Company and its subsidiaries for the time being) and for the time being owing, subject as hereinafter provided, to persons other than the Company and its wholly owned subsidiaries shall not, without the previous sanction of an ordinary resolution of the Company, exceed an amount equal to twice the Adjusted Capital and Reserves.

(ii) In this Article the expression "Adjusted Capital and Reserves" means at any material times a sum equal to the aggregate of:-

(a) the amount paid up (or credited as or deemed to be paid up) on the issued share capital of the Company; and

(b) The amount standing to the credit of the capital and revenue reserves of the Group (including without limitation any share premium account or revaluation reserve) after adding thereto or deducting therefrom any balance standing to the credit or debit of the profit and loss account of the Group;

all based on a consolidation of the then latest audited balance sheets of the Company and its subsidiaries but after:-

(AA) excluding any sums set aside for taxation; and

(BB) 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 this purpose 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 the date when the issue of such shares was underwritten (or, if such underwriting was conditional, on that date when it became unconditional); and

(CC) making such adjustments as may be appropriate in respect of any distributions declared, recommended or made by the Company or its subsidiaries (otherwise than attributable 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 subsidiary (as the case may be) to the extent that such distribution is not provided for in such balance sheet; and

(DD) 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; and

(EE) making all such adjustments, 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, as would be appropriate if such transaction had been carried into effect; and

(FF) excluding minority interests in subsidiaries; and

(GG) deducting sums equivalent to the book values of goodwill and any other intangible assets shown in such consolidation (as adjusted pursuant to the foregoing provisions of this paragraph (BB)) Provided that for the purposes of this sub-paragraph (GG) such proportions of launching costs (including development costs) previously incurred by the Group as are carried forward in such consolidation against deliveries with the concurrence of the Auditors or in accordance with any current Statement of Standard Accounting Practice or other accountancy principle or practice generally accepted for the time being in the United Kingdom shall be deemed not to be intangible assets.

(C) For the purposes of the foregoing limit the following provisions shall apply:-

(i) There shall be deemed, subject as hereinafter provided, to have been borrowed and to be outstanding as borrowed money of the relevant member of the Group (but only 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 debentures are not for the time being beneficially owned within the Group; and

(b) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase or sale of goods in the ordinary course of trading) 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 and paid up share capital (other than equity share capital) of any subsidiary of the Company not for the time being beneficially owned by any member of the Group; and

(d) the nominal amount of any other issued and paid up share capital and the principal amount of any other debentures or other borrowed monies (not being shares or debentures which or borrowed monies the indebtedness in respect of which are for the time being beneficially owned within the Group) the redemption or repayment whereof is guaranteed or wholly or (to the extent the same is partly secured) partly secured by any member of the Group; and

(e) any fixed or minimum premium payable on final redemption or repayment of any debentures, share capital or other borrowed monies falling to be taken into account;

(ii) Monies borrowed by any members of the Group for the purposes of repaying or redeeming (with or without premium) in whole or in part any other borrowed monies falling to be taken into account and intended to be applied for such purpose within six months after the borrowing thereof shall not during such period, except to the extent so applied, themselves fall to be taken into account;

(iii) Any amounts 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 institution or body carrying on a similar business shall be deemed not to be borrowed monies;

(iv) Monies borrowed (including share capital to which sub-paragraph (C)(i)(c) applies) 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 of the borrower and monies borrowed (including such share capital as aforesaid) by a member of the Group from and owing to a partly-owned subsidiary shall be taken into account to the extent of a proportion thereof equal to the minority proportion of the lender; for the purposes aforesaid "minority proportion" shall mean the proportion of the issued equity share capital of the partly-owned subsidiary which is not attributable to the Company or any subsidiary of the Company; and

(v) Borrowed monies of any member of the Group denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent at the rate of exchange prevailing in London on the date when the amount of the borrowings required to be taken into account by this Article is being ascertained provided that any of such monies shall be converted at the rate of exchange prevailing in London six months before such date (or, in either case, if there is more than one such rate, at the rate which the Board considers appropriate in the circumstances) if, thereby, such aggregate amount would be less (and so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business on the date in question, or if that is not a business day, on the preceding day which is a business day).

(D) A certificate or report by the Auditors for the time being of the Company as to the amount of the Adjusted Capital and Reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article.

(E) No person dealing with the Company or any of its subsidiaries shall be concerned to see or enquire whether the limit imposed by the provisions of this Article is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the said limit had been or would thereby be exceeded.



### SECRETARY

122. The Secretary shall be appointed by the Board on such terms and for such period as it may think fit. Any Secretary so appointed may at any time be removed from office by the Board but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed as joint secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more deputy or assistant secretaries.

### THE SEALS

123. (A) The Board shall provide for the safe custody of the Seal and the Securities Seal (if any) and neither shall be used without the authority of the Board or of a committee authorised by the Board in that behalf.

(B) Every instrument to which the Seal shall be affixed shall be signed by one Director and the Secretary or some other person appointed by the Board for the purpose or by two Directors save that, as regards any certificates for shares or debentures or other securities of the Company, the Board may by resolution determine that such signature or either of them be dispensed with or affixed by some method or system of mechanical signatures.

(C) The Securities Seal shall be used only for sealing securities issued by the Company and documents creating or evidencing securities so issued. Any such securities or documents sealed with the Securities Seal shall not require to be signed.

(D) Any instrument signed by one Director and the Secretary or by two Directors and expressed (in whatever form of words) to be executed by the Company and which is intended to have effect as a Deed shall have the same effect as if executed under the Seal, provided that neither any instrument which shall be so signed nor any instrument which makes it clear on its face that it is intended by the person or persons making it to have effect as a Deed shall be so signed without the authority of the Directors or of a committee authorised by the Directors in that behalf.

124. The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Board.

### AUTHENTICATION OF DOCUMENTS

125. (A) Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board or any

committee and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts as true copies or extracts; and if any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

(B) A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is certified as such in accordance with sub paragraph (A) of this Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith of the document that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

#### RESERVES

126. The Board may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Board, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Board may divide the reserve into such special funds as 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. The Board may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same, the Board shall comply with the provisions of the Statutes.

#### DIVIDENDS

127. Dividends may be declared by the Board or by the Company, on the recommendation of the Board, by ordinary resolution but no dividend declared by the Company by ordinary resolution shall exceed the amount recommended by the Board.

128. Subject to the provisions of the Statutes, in so far as in the opinion of the Board the profits of the Company justify such payments, the Board may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as it thinks fit.

129. Unless and to the extent that the rights attaching to, or the terms of issue of, any share otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.

130. No dividend shall be paid otherwise than out of profits available for the purpose in accordance with the provisions of Part VIII of the Act which apply to the Company.

131. No dividend or other monies payable on or in respect of a share shall bear interest as against the Company.

132. (A) Subject to the provisions of the Statutes, where any asset, business or property is acquired by the Company as from a past date (whether such date be before or after the incorporation of the Company) the profits and losses arising therefrom as from such date may at the discretion of the Board in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company.

(B) Subject to sub paragraph (A) of this Article if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Board be treated as revenue and it shall not be obligatory to capitalise the same or any part of it.

133. (A) The Board may retain any dividend or other monies payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

(B) The Board may retain the dividends payable upon shares in respect of which any person is, under the provisions as to the transmission of shares hereinbefore contained, entitled to become a member, or which any person is, under those provisions, entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.

134. 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 holder thereof (or the person becoming entitled to the share in consequence of the death, bankruptcy or mental disorder of the holder or by operation of law or any other event) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

135. The payment by the Board of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

136. (A) The Company may upon the recommendation of the Board by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in

particular of paid-up shares or debentures of any other company) and the Board shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may 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 may vest any such specific assets in trustees as may seem expedient to the Board.

(B) The Board may, with the sanction of an ordinary resolution of the Company, offer the holders of ordinary shares the right to elect to receive ordinary shares, credited as fully paid in whole or in part, instead of cash in respect of such dividend or dividends and (subject as provided below) upon such terms and conditions (including, without limitation, terms and conditions providing for the inclusion in, or exclusion from, such right to elect of the holders of share warrants) and in such manner as are specified by such resolution. The following provisions shall apply:

(i) The ordinary resolution may specify a particular dividend, or may specify all or any dividends or any part of any such dividends declared within a specified period, but such period may not end later than the beginning of the fifth annual general meeting next following the date of the meeting at which such resolution is passed.

(ii) The entitlement of each holder of ordinary shares to new ordinary shares shall be such that the Relevant Value of such shares shall be as nearly as possible equal to (but not in excess of) the cash amount that such holders would have received by way of dividend disregarding any tax credit that the holder has elected to forego. For this purpose "Relevant Value" shall be the average of the middle market quotations for the Company's ordinary shares on the Unlisted Securities Market or The Stock Exchange, London (as the case may be), as shown in the Daily Official List, on five consecutive dealing days as the Board shall determine provided that the first of such dealing days shall be on or after the day when the ordinary shares are first quoted "ex" the relevant dividend. A certificate or report by the auditors as to the amount of the Relevant Value in respect of any dividend shall be conclusive evidence of that amount.

(iii) The basis of allotment shall be such that no member may receive a fraction of a share.

(iv) The Board, after determining the basis of allotment, shall notify the holders of ordinary shares in writing of the right of election offered to them

and shall send with, or following, such notification, forms of election and specify the procedure to be followed and place at which, and the latest date and time by which, duly completed forms of election must be lodged in order to be effective.

(v) The Board shall not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserved or funds that may be capitalised to give effect to it after the basis of allotment is determined.

(vi) The Board may exclude from any offer any holders of shares, if the Board believe that the making of the offer to such holders would or might involve the contravention of the laws or the requirements of any regulatory body or stock exchange or other authority in any territory or that for any other reason the offer should not be made to them.

(vii) Subject to any right of the Directors to retain any dividend or other moneys payable on or in respect of shares pursuant to these Articles, the cash amount of any dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on Ordinary Shares in respect whereof the said election has been duly made ("the Elected Ordinary Shares") and instead additional Ordinary Shares shall be allotted to the holders of the Elected Ordinary Shares on the basis of allotment calculated as stated. For such purpose the Board may (without prejudice to their powers under Article 139) capitalise out of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution as the Board may determine, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on such basis and apply it in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to and amongst the holders of the Elected Ordinary Shares on such basis. The Board may do all acts and things considered necessary or expedient to give effect to any such capitalisation with full power to the Board to make such provisions as they think fit for any fractional entitlements which would or might arise (including provisions whereby fractional entitlements are disregarded for the benefit of such entitlements accrues to the Company rather than to the members concerned). The directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental to such capitalisation and any agreement made under such authority shall be effective and binding on all concerned.

(viii) The additional ordinary shares so allotted shall rank pari passu in all respects with the fully paid ordinary shares then in issue save only as regards participation in the relevant dividend.

137. (A) Any dividend or other sum payable by the Company in respect of a share may be paid by cheque or warrant sent by post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the register in respect of the shares at his address as appearing in the register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the register in respect of the shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means and to or through such person as the holder or joint holders may in writing direct, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions. Where a person is entitled by transmission to a share, any dividend or other sum payable by the Company in respect of the share may be paid as if he was a holder of the share and his address noted in the register was his registered address.

(B) If any such cheque or warrant has or shall be alleged to have been lost, stolen or destroyed, the Directors may, on the request of the person entitled to the cheque or warrant, issue a replacement cheque or warrant subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Directors may think fit.

(C) If any dividend or other moneys payable in respect of a share have been paid to a shareholder by a cheque or warrant in accordance with sub-paragraph (A) of this Article, and such cheques or warrants have been returned undelivered or left uncashed on at least two consecutive occasions, the Company shall be entitled to cease sending such warrants or cheques to such shareholder.

138. If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death, bankruptcy or mental disorder of the holder or by operation of law or any other event, any one of them may give effectual receipts for any dividend or other money payable or property distributable on or in respect of the share.

139. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares.

#### CAPITALISATION OF PROFITS AND RESERVES

140. The Board may at any time, without any sanction or approval given by the members of the Company in general meeting, capitalise any sum standing to the credit of any of the Company's reserve accounts (including without limitation the share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account (in each case whether or not such sum is available for distribution) by appropriating such sum to the holders of ordinary shares on the Register at the close of business on the date of the resolution (or such other date as may be specified in the resolution or determined as provided in the resolution) in proportion to their then holdings of ordinary shares and applying such sum on their behalf in paying up in full unissued ordinary shares (or, with the approval of an ordinary resolution of the Company subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them in the proportions aforesaid. The Board may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Board to make such provision as it thinks fit for any fractional entitlements which would arise on the aforesaid basis (including provisions whereby fractional entitlements are disregarded or the benefit of such entitlements accrues to the Company rather than to the members concerned). The Board may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental to the capitalisation and any agreement made under such authority shall be effective and binding on all concerned.

#### ACCOUNTS

141. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Board thinks fit and shall always be open to inspection by the officers of the Company. No member of the Company in his capacity as such or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or as ordered by a court of competent jurisdiction or as authorised by the Board.

142. A copy of every balance sheet and profit and loss account which are to be laid before a general meeting of the Company (including every document required by law to be comprised in, or attached or annexed to such accounts) shall not less than twenty-one days before the date of the meeting be sent to every member of and every holder of debentures of the Company and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Statutes or of these Articles provided that:-

(i) this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office; and

(ii) if the Statutes so permit and the Board so decides the Company need not send copies of these documents to any member who does not wish to receive them but may send to such member such summary financial statements or other documents as may be authorised by the Statutes.

If all or any of the shares or debentures of the Company shall for the time being be listed on The Stock Exchange, there shall be forwarded to the appropriate officer of The Stock Exchange such number of copies of such documents as may for the time being be required under its regulations or practice.

#### AUDITORS

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

144. An Auditor shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns him as Auditor.

#### NOTICES

145. Any notice or document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices, or by delivering it to such address addressed to the member. In the case of a member registered on a branch register, any such notice or document may be posted



either in the United Kingdom or in the territory in which such branch register is maintained. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected on the following business day (or, where second-class mail is employed, two business days) after the day when the cover (in such form as any Director or the Secretary may determine) containing the same is posted and, in proving such service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

146. Any notice given to that one of the joint holders of a share whose name stands first in the Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such.

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

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

149. A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices shall not be entitled to receive notices from the Company.

150. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same date in at least two daily newspapers with a national circulation and such notice shall be deemed to have been duly served on all members entitled to have notice of the meeting served on them at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if, at least six clear days prior to the meeting, the posting of notices to addresses throughout the United Kingdom again becomes practicable.

151. Nothing in any of the preceding six Articles shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.

152. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter addressed to the Company, or to such officer, at the Office.

#### WINDING-UP

153. The Board shall have power in the name and on behalf of the Company to present a petition to the Court for the Company to be wound up.

154. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court) the liquidator may, with the authority of an extraordinary resolution and subject to any provision sanctioned in accordance with the provisions of Section 187 of the Insolvency Act 1986, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit and the liquidation of the Company may be closed and the Company dissolved but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability. The liquidator may make any provision referred to in and sanctioned in accordance with the provisions of Section 187 of the Insolvency Act 1986.

#### INDEMNITY

155. Subject to the provisions of and so far as may be permitted by the Statutes, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation to them, including any liability incurred by him in defending any proceedings (civil or criminal), which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the court.