

No. 02675207

THE COMPANIES ACTS 1985 TO 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of

SDL LIMITED

(Adopted by a special resolution passed on 9 October 2020)

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ARTICLES OF ASSOCIATION
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SDL LIMITED

(Adopted by a special resolution passed on 9 October 2020)

Interpretation

1. EXCLUSION OF REGULATIONS

No regulations or articles set out in any schedule to, or contained in any order, regulation or other subordinate legislation made under any statute concerning companies shall apply as regulations or articles of the Company.

2. DEFINITIONS AND INTERPRETATION

2.1 In these articles, the following definitions apply:

Act	the Companies Act 2006;
address	includes a number or address used for the purposes of sending or receiving notices, documents or information by electronic means and/or by means of a website;
Approved Depositary	a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the Board under which the custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder to or to receive the shares, rights or interests, provided and to the extent that the arrangements have been approved by the Board for the purpose of these articles and shall include, where approved by the Board, the trustees (acting in their capacity as such) of an employees' share scheme established by the Company or another scheme or arrangements principally for the benefit of employees of the Company, its subsidiaries or subsidiary undertakings

	which has been approved by the Company in general meeting;
these articles	these articles of association as altered from time to time;
Auditors	the auditors for the time being of the Company;
Board	the board of Directors from time to time of the Company or the Directors present at a meeting of the Directors at which a quorum is present;
Director	a director of the Company;
electronic form and electronic means	have the meanings given to them by section 1168 of the Act;
general meeting	includes a separate general meeting of the holders of a class of shares;
hard copy and hard copy form	have the meanings given to them by section 1168 of the Act;
holder	in relation to shares of the Company means the member whose name is entered in the Register as the holder of those shares;
London Stock Exchange	London Stock Exchange Limited
member	has the meaning given to it by section 112 of the Act;
month	a calendar month;
Office	the registered office of the Company;
paid up	paid up or credited as paid up;
person entitled by transmission	a person whose entitlement to a share in consequence of the death or bankruptcy of a member or another event giving rise to its transmission by operation of law has been noted in the Register;
recognised clearing house and recognised investment exchange	any clearing house or investment exchange (as the case may be) granted recognition under the Financial Services Act 1986;
Register	the register of members of the Company;
Seal	any common or official seal that the Company is permitted to have under the Statutes;

Secretary	the secretary of the Company and includes a joint, temporary, assistant or deputy secretary and a person appointed by the Board to perform the duties of the secretary of the Company;
Statutes	the Act, the Companies Act 1985 and 1989 and every statute (including all orders, regulations or other subordinate legislation made under them) for the time being in force concerning companies and affecting the Company;
uncertificated securities rules	any provision of the Statutes relating to the holding, evidencing of title to, or transfer of uncertificated shares and any legislation, rules or other arrangements made under or by virtue of such provision;
United Kingdom	Great Britain and Northern Ireland;
working day	a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 (c80) in England and Wales; and
Year	a calendar year.

2.2 Unless the contrary intention appears, a reference to a statutory provision includes a reference to:

- 2.2.1 a statutory amendment, modification, consolidation or re-enactment (whether before or after the date of adoption of these articles);
- 2.2.2 statutory instruments or subordinate legislation or orders made under the statutory provision; and
- 2.2.3 statutory provisions of which the statutory provision is an amendment, modification, consolidation or re-enactment;

but does not include a substituted provision.

2.3 References to a document being signed or to signature include references to its being signed under hand or under seal by any other method and, in the case of a communication in electronic form, such references are to its being authenticated as specified by the Statutes.

2.4 In these articles reference to:

- 2.4.1 a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporate);
- 2.4.2 an individual shall include his personal representatives;
- 2.4.3 the singular includes a reference to the plural and vice versa; and

- 2.4.4 one gender includes all genders.
- 2.5 In relation to a period of notice 'clear days' means the period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect.
- 2.6 Headings in these articles are for ease of reference only and do not affect the construction of a provision.
- 2.7 Unless the contrary intention appears, words and expressions contained in these articles bear the same meanings as in the Act or the uncertificated securities rules; but, if a particular word or expression has more than one definition in the Act or the uncertificated securities rules, the definition to be adopted is that which has the most general application in the Act or the uncertificated securities rules (as the case may be).

Limited liability

3. LIMITED LIABILITY

The liability of the members of the Company is limited to the amount, if any, unpaid on the shares in the Company held by them.

Name

4. CHANGE OF NAME

The Company may change its name by resolution of the Board.

Share capital

5. FURTHER ISSUES AND RIGHTS ATTACHING TO SHARES ON ISSUE

Without limiting the rights attached to existing shares, a share may be issued with the rights and restrictions determined by the Company by ordinary resolution or (if there is no relevant resolution, or so far as the resolution does not make special provision) determined by the Board.

6. REDEEMABLE SHARES

Subject to any rights attached to any existing shares, any shares in the capital of the Company may be issued on terms that they are to be redeemed, or are liable to be redeemed at the option of the Company or the holder. The Board may determine the terms, conditions and manner of redemption of any redeemable shares so issued.

7. UNISSUED SHARES

Subject to the provisions of the Statutes, these articles and an authority given by the Company in general meeting, all unissued shares are under the control of the Board who may allot, grant options over or otherwise deal with or dispose of them as it thinks fit.

8. PAYMENT OF COMMISSION

The Company may exercise the powers conferred by the Statutes of paying commissions and may pay brokerage to the extent lawful, as consideration for subscribing or agreeing to subscribe (whether absolutely or conditionally), or procuring or agreeing to procure subscriptions (whether absolute or conditional), for shares. Subject to the provisions of the Statutes, commissions and brokerage may be satisfied wholly or partly by the allotment of fully or partly paid shares.

9. TRUSTS NOT RECOGNISED

- 9.1 Except as required by law, a person shall not be recognised by the Company as holding a share on trust.
- 9.2 Except as otherwise provided by these articles or by law, the Company shall not be bound by or recognise an interest in a share, except an absolute right of the holder, or (in the case of a bearer warrant) of the bearer of the warrant, to the entirety of it.

10. LIABILITY OF JOINT HOLDERS

If two or more persons are registered as joint holders of a share, their liability in respect of it is joint and several.

11. SHARE WARRANTS

- 11.1 The Company may issue warrants in respect of fully-paid shares which state that the bearer is entitled to the shares specified in them and may provide, by coupons or otherwise, for the payment of dividends on the shares.
- 11.2 The Board may determine and vary the conditions on which warrants are issued or held and the conditions on which a new warrant or coupon is issued for one which is worn out, defaced, lost or destroyed, or on which a warrant may be surrendered and the name of the bearer entered in the Register in respect of the shares specified in it. The conditions may provide that evidence other than production of the warrant constitutes proof of holding. The bearer of a warrant shall be subject to the conditions currently in force, whether made or varied before or after the date of issue of the warrant. Before issuing a new warrant or coupon or other document conferring an entitlement to dividends in place of one which has been lost or destroyed, the Board must be satisfied beyond reasonable doubt that the original has been destroyed.
- 11.3 In respect of the shares to which the warrant relates, the bearer of a warrant is not entitled, as bearer, to attend and vote or to exercise rights of a member at general meetings or sign a requisition for a meeting unless:
 - 11.3.1 at least three days before the day appointed for the meeting, or before the requisition is received at the office, he has deposited the warrant at the office or at another place approved or determined by the Board, together with a written statement of his name and address; and
 - 11.3.2 the warrant remains there until the meeting and any adjournment of it have been held.
- 11.4 No more than one person shall be accepted as holder of the warrant.

- 11.5 The Board may require the holder, or person who claims to be the holder, of the warrant to produce his warrant and to satisfy them that he is still the holder.
- 11.6 There is no liability on the Company or its registrar for loss or damage incurred by a person as a result of the name of a person who is not the lawful owner of a warrant being entered in the Register when the warrant is surrendered.

12. INDEMNITY AGAINST CLAIMS IN RESPECT OF SHARES

- 12.1 If a member is subject to the law of a jurisdiction which imposes (or seeks to impose) an immediate, future or possible liability on the Company in respect of shares held by him, as a consequence of:
- 12.1.1 his death;
 - 12.1.2 his failure to discharge a liability to taxation;
 - 12.1.3 the non-payment of taxation or duty on the death of the member or out of his estate; or
 - 12.1.4 any other act or event;
- the Company shall be indemnified by the member or his estate in respect of all liability arising as a result of the law and may recover from him or his estate sums paid by the Company as a result of the law, with interest at the rate the Board determines, from the date of payment by the Company until the date of repayment.
- 12.2 Nothing in this article affects the rights and remedies which the law confers or seeks to confer on the Company and, as between the Company and the member or his estate, those rights and remedies shall be enforceable by the Company.

Alterations of capital

13. SUB-DIVISION OF SHARES AND TREATMENT OF NEW SHARES

A resolution authorising the Company to sub-divide its shares may also 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 preferred, deferred or other special rights, or be subject to restrictions.

14. FRACTIONS

If, as a result of a consolidation or sub-division of shares, members would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and in particular may sell the shares representing the fractions to a person (including the Company) and distribute the net proceeds of sale in due proportion among those members, but the Company is not obliged to distribute and may retain for itself, or distribute to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland, net proceeds of less than £3 to which a member would otherwise be entitled. The Board may authorise a person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by an irregularity in, or invalidity of, the proceedings relating to the sale.

Modification of rights

15. VARIATION OF RIGHTS

- 15.1 Subject to the provisions of the Statutes, all or any of the rights attached to a class of shares may (whether or not the Company is being wound up) be varied or abrogated with the consent in writing of the holders of three-quarters in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares), or with the sanction of a special resolution passed at a separate general meeting of the holders of those shares.
- 15.2 The rights attached to shares of a class (unless the rights otherwise expressly provide):
- 15.2.1 are deemed to be varied by a reduction of the capital paid up on them or by the creation or issue of further shares ranking in priority for payment of a dividend or in respect of capital, or which confer more favourable voting rights on the holders;
 - 15.2.2 are not deemed to be varied by the creation or issue of further shares ranking *pari passu* with or subsequent to them; and
 - 15.2.3 are not deemed to be varied by a purchase or redemption by the Company of its own shares.

16. CLASS MEETINGS

The provisions of these articles relating to general meetings shall apply to every separate general meeting of the holders of a class of shares, but:

- 16.1 the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons present in person or by proxy or representing by proxy at least one third in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares);
- 16.2 at the meeting, a holder of shares of the class present in person or by proxy and entitled to vote at the meeting may demand a poll; and
- 16.3 if a quorum is not present at the meeting, then at an adjourned meeting, the quorum shall be one person holding shares of the class in question who is present in person or by proxy.

Share certificates

17. RIGHT TO SHARE CERTIFICATE

- 17.1 Every person who becomes a holder of shares in certificated form (except a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, in respect of which the Company is not by law required to complete and have ready for delivery a certificate) shall (except as otherwise provided by or pursuant to the Statutes or these articles) be entitled to receive:

- 17.1.1 one certificate for all those shares of one class held by him, free of charge; or
- 17.1.2 on request by the member, several certificates, each for one or more of the shares, subject to the prior payment for every certificate after the first of such reasonable out of pocket expenses as the Board decides.
- 17.2 A certificate shall be issued within the time limits prescribed by the Statutes (or, if earlier, within any prescribed time limit or within a time frame specified when the shares were issued).
- 17.3 The Company is not obliged to issue more than one certificate for shares held jointly by several persons, and delivery of a certificate to one of several joint holders is sufficient delivery to all.
- 17.4 Every certificate shall be sent at the risk of the registered holder or holders of the shares comprised in the certificate.
- 17.5 The Board may implement the arrangements it thinks fit in relation to the evidencing and transfer of shares in uncertificated form. Conversion of certificated shares into uncertificated shares (and vice versa) may be made in the manner permitted by the uncertificated securities rules. The Company shall enter in the Register how many shares are held by each member in uncertificated form and certificated form and shall maintain the register as required by the uncertificated securities rules. Notwithstanding a provision of these articles, a class of shares shall not be treated as two classes by virtue only of that class comprising both shares in certificated and uncertificated form or as the result of a provision of these articles or the uncertificated securities rules which apply only in respect of shares in certificated form or shares in uncertificated form.

18. REPLACEMENT OF SHARE CERTIFICATES

- 18.1 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed free of charge, on terms as to evidence and indemnity and the payment of exceptional out of pocket expenses of the Company as the Board decides and (in case of defacement or wearing out) on delivery up of the old certificate.
- 18.2 If a member surrenders a share certificate representing shares held by him for cancellation and requests the Company to issue two or more share certificates representing the shares in its place, the Board may comply with the request, subject to the payment of such reasonable out of pocket expenses as the Board decides. In the case of shares held jointly by several persons, the request may be made by one of them.
- 18.3 Two or more certificates representing shares of one class held by a member may, at his request, be cancelled and a single new certificate issued in lieu, free of charge.

19. EXECUTION OF SHARE CERTIFICATES

Every certificate shall be sealed with the Seal, or shall be issued as the Board determines, having regard to the terms of issue, the Act and the regulations of the London Stock Exchange, and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amounts paid up on them.

Evidence of title to securities

20. EVIDENCE OF TITLE TO SECURITIES

Title to securities of the Company may be evidenced or transferred without a written instrument, in accordance with regulations made under the Statutes, and nothing in these articles requires title to securities of the Company to be evidenced or transferred by a written instrument. The Board has power to implement the arrangements it thinks fit for evidencing and transfer, so long as they accord with those regulations.

Lien

21. COMPANY'S LIEN ON SHARES NOT FULLY PAID

The Company has a first and paramount lien on every share which is not fully paid for all sums (whether presently payable or not) payable at a fixed time or called in respect of the share. The lien on a share extends to all distributions of money and other assets attributable to or in respect of it. The Board may exempt a share wholly or partly from the provisions of this article.

22. ENFORCING LIEN BY SALE

The Company may sell shares on which the Company has a lien, in the manner the Board determines, if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that, if the notice is not complied with, the shares may be sold.

23. GIVING EFFECT TO A SALE

To give effect to a sale, the Board may authorise a person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall be registered as the holder of the shares comprised in the transfer (whether the share certificate has been produced or not) and he shall not be bound to see to the application of the purchase money. His title to the shares shall not be affected by an irregularity in or invalidity of the proceedings relating to the sale.

24. APPLICATION OF PROCEEDS OF SALE

The net proceeds of sale shall be applied in or towards payment of the amount for which the lien exists and which is presently payable. The residue shall (subject to a similar lien in respect of sums not presently payable as existed on the shares before the sale) be paid to the person who was entitled to the shares immediately before the sale.

Calls on shares

25. CALLS

25.1 Subject to the terms of issue:

25.1.1 the Board may make calls on members in respect of sums unpaid on their shares and not payable on a date fixed by or in accordance with the terms of

issue (whether on account of the nominal amount of the shares or by way of premium);

25.1.2 each member shall (subject to the Company serving on him at least 14 clear days' notice specifying when and where payment is to be made) pay the amount called on his shares to the Company as required by the notice;

25.1.3 a call may be revoked or postponed as the Board may decide; and

25.1.4 a person on whom a call is made shall remain liable jointly and severally with the successors in title to his shares for all calls made on him despite the subsequent transfer of the shares in respect of which the call was made.

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

25.3 A call is deemed to be made when the resolution of the Board authorising the call is passed.

26. INTEREST DUE ON NON-PAYMENT

If a call or an instalment of a call is not fully paid by the time it is payable, the person by whom it is payable shall pay:

26.1 all costs, charges and expenses incurred by the Company as a result of the non-payment; and

26.2 interest on the amount unpaid from the day on which it was payable until payment at the rate of 15 per cent. per annum (or at the rate the Board determines);

but the Board may waive payment wholly or in part.

27. SUMS DUE ON ALLOTMENT TREATED AS CALLS

A sum payable in respect of a share on allotment or at a fixed date, whether in respect of its nominal value or by way of premium or as an instalment of a call, is deemed to be a call. If it is not paid, these articles apply as if the sum became payable by virtue of a call.

28. POWER TO DIFFERENTIATE

Subject to the terms of allotment, the Board may, on the issue of shares, differentiate between the allottees and holders as to the amount of calls to be paid and the times of payment.

29. PAYMENT OF CALLS IN ADVANCE

The Board may receive from a member willing to make the advance all or part of the sums uncalled and unpaid on shares held by him and may pay interest on all or part of the advance (until it would have become payable if it had not been advanced) at the rate it decides. No part of the advance shall be taken into account in ascertaining the amount of the dividend payable on the shares.

30. RIGHTS OF MEMBER WHEN CALL UNPAID

No member is entitled to receive a dividend or to be present and vote at a general meeting either personally or (save as proxy for another member) by proxy, or be included in a quorum, or to exercise another privilege as a member, unless and until he has paid all calls for the time being due and payable on every share held by him, whether alone or jointly with another person, together with interest and expenses (if any).

Forfeiture of shares

31. NOTICE IF CALL NOT PAID

31.1 If a call or instalment of a call remains unpaid after it has become payable, the Board may give to the person from whom payment is due not less than 14 clear days' notice requiring payment of the amount unpaid, together with all interest which has accrued and all expenses incurred by the Company as a result of the non-payment. The notice shall name the place where the payment is to be made and shall state that, if the notice is not complied with, the shares in respect of which the call was made may be forfeited.

31.2 The Board may accept the surrender of a share liable to be forfeited on such terms and conditions as may be agreed and, subject to such terms and conditions, references in these articles to forfeiture shall include surrender.

32. FORFEITURE IF NON-COMPLIANCE WITH NOTICE

If the notice is not complied with, a share in respect of which it was given may, before the payment required by the notice is made, be forfeited by a resolution of the Board. Forfeiture shall include all distributions attributable to the forfeited share which have not been paid before forfeiture.

33. NOTICE AFTER FORFEITURE

When a share has been forfeited, notice of forfeiture shall be served on the person who was, before forfeiture, the holder of the share, but no forfeiture shall be invalidated by an omission or neglect to give notice.

34. SALE OF FORFEITED SHARES

Until cancelled in accordance with the requirements of the Statutes, a forfeited share is the property of the Company and may be sold, re-allotted or otherwise disposed of as the Board decides either to the person who was, before forfeiture, the holder or to another person. The Board may, for the purposes of the disposal and if the share is in certificated form, authorise some person to execute an instrument of transfer to the designated transferee and, if the share is in uncertificated form, may make other arrangements for its transfer. The Company may receive the consideration (if any) given for the share on its disposal and, if the share is in registered form, may register the transferee as the holder of the share. At any time before a sale, re-allotment or disposition, forfeiture may be cancelled by the Board on such terms as the Board may decide.

35. ARREARS TO BE PAID DESPITE FORFEITURE

- 35.1 A member shall cease to be a member in respect of forfeited shares and, in the case of shares held in certificated form, shall surrender the certificate for the shares to the Company for cancellation, but he shall remain liable to pay to the Company all sums payable by him at the date of forfeiture in respect of the shares, with interest, costs, charges and expenses in accordance with article 31.1.
- 35.2 The Board may waive payment wholly or in part, or enforce payment, without allowance for the value of the shares at the time of forfeiture, or for the consideration received on their disposal.

36. STATUTORY DECLARATION AS TO FORFEITURE

A statutory declaration by a Director or the Secretary, that a share has been forfeited on a specified date, is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of an instrument of transfer if necessary) constitute good title to the share. The person to whom the share is disposed of or re-allotted shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any). His title to the share shall not be affected by an irregularity in or invalidity of the proceedings in reference to the forfeiture, disposal or re-allotment of the share.

37. FORFEITURE PROVISIONS APPLICABLE TO SUMS DUE UNDER TERMS OF ISSUE

The provisions of these articles as to forfeiture apply to non-payment of a sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or premium, as if it were payable by virtue of a call duly made and notified.

Transfer of shares

38. FORM OF TRANSFER

- 38.1 Subject to such of the Restrictions (as defined in article 68.1) as may be applicable, a member may transfer all or any of his shares, which are in certificated form, by instrument of transfer in a usual or common form, or in another form which the Board approves.
- 38.2 Subject to such of the Restrictions (as defined in article 68.1) as may be applicable, a member may transfer all or any of his shares, which are in uncertificated form in accordance with the uncertificated securities rules and the facilities and requirements of the relevant system (as defined in the uncertificated securities rules), and in accordance with arrangements made by the Board under article 17.5.

39. EXECUTION OF TRANSFER

The instrument of transfer of a share shall be signed by or on behalf of the transferor and (in the case of a partly paid share) the transferee, and the transferor is deemed to remain the holder of the share until the name of the transferee is entered in the Register. All instruments of transfer, when registered, may be retained by the Company or its agent, but an instrument of transfer which the Board refuses to register shall be returned to the person lodging it.

40. BALANCE CERTIFICATE

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 issued, free of charge.

41. RIGHT TO DECLINE REGISTRATION

41.1 The Board may refuse to register a transfer of certificated shares if:

41.1.1 it is in respect of shares which are not fully paid;

41.1.2 it is not delivered for registration at the Office or at another place which the Board determines, accompanied by the certificate for the share or shares to which it relates and other evidence which the Board reasonably requires to show the right of the transferor to make the transfer and, if the transfer is signed by some other person on his behalf, the authority of that person to do so;

41.1.3 it is in respect of more than one class of share; and

41.1.4 it is not duly stamped or is not duly certified or otherwise shown to the satisfaction of the Board to be exempt from stamp duty.

41.2 The Board may refuse to register any allotment or transfer of shares which is in favour of:

41.2.1 a child, bankrupt or person of unsound mind; or

41.2.2 in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred exceeds four.

41.3 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, lodgement of share certificates is only necessary if and to the extent that certificates have been issued in respect of the shares in question.

42. NO FEE FOR REGISTRATION

The Company shall not charge a fee for registering a transfer or other document relating to or affecting the title to a share, or for making an entry in the Register affecting the title of a share.

43. RECOGNITION OF RENUNCIATION

No provision of these articles shall preclude the Board from recognising a renunciation of the allotment of a share by the allottee prior to his entry on the Register in respect of such share in favour of some other person.

Transmission of shares

44. TRANSMISSION ON DEATH

If a member dies, the survivors (if he was a joint holder) and his personal representatives (if he was a sole or only surviving holder) shall be the only persons recognised by the Company

as having title to his shares or interest in shares, but the estate of a deceased joint holder shall remain subject to a liability in respect of shares which were jointly held by him.

45. ENTRY OF TRANSMISSION IN REGISTER

If a person becomes entitled to a share under article 44 and produces evidence of title to the Board's satisfaction, the Board shall register that person as the holder within two months.

46. ELECTION OF PERSON ENTITLED BY TRANSMISSION

A person who becomes entitled to a share in consequence of the death or bankruptcy of a member may, on production of such evidence as to his title as is properly required by the Board, elect either to be registered himself as the holder of the share or to have some person whom he nominates registered as the holder. If he elects:

46.1 to be registered himself, he shall give the Company notice to that effect; and

46.2 to have another person registered, he shall sign a transfer of the share in favour of that person;

and all the provisions of these articles relating to the right to transfer shares and the registration of transfers of shares shall be applicable to the notice or transfer as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by him.

47. RIGHTS OF PERSON ENTITLED BY TRANSMISSION

47.1 If the person entitled to the share does not make an election under article 46, the Board may give him notice requiring to make the election and, if he fails to do so within 90 days, the Board may subsequently and until the notice has been complied with, withhold payment of dividends, bonuses and other sums payable in respect of the share.

47.2 Subject to the provisions of article 46, if a person becomes entitled to a share in consequence of the death or bankruptcy of a member, the rights of the holder shall cease. The person entitled shall have the rights which he would have had as holder of the share and shall be entitled to receive and give a discharge for all benefits attributable to the share, but he shall not, before being registered as the holder of the share, be entitled in respect of the share to receive notices of or to attend or vote at meetings of the Company or separate meetings of the holders of a class of shares.

Stock

48. STOCK CONVERSION

The Company may, by ordinary resolution convert all or any of its paid-up shares into stock or reconvert stock into paid-up shares of any denomination. If an unissued share of a class in the capital of the Company is subsequently issued and fully paid, and the shares of that class have been converted into stock, the share, on being fully paid, shall be converted into stock transferable in the same units as the existing stock of that class.

49. TRANSFER OF STOCK

A holder of stock may transfer all or part of it in the same manner and subject to the same provisions of these articles as would have applied to the shares from which the stock arose if they had not been converted, or as near to them as the circumstances permit. The Board may determine a minimum amount of stock which is transferable but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

50. RIGHTS OF HOLDERS OF STOCK

50.1 Stock shall confer on its holders the same rights as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which the stock arose. No right (except participation in the dividends, profits and assets of the Company) shall be conferred by an amount of stock as would not have been conferred if the stock had existed as shares. Conversion shall not affect a preference attached to the shares converted.

50.2 Save as set out in this article 50, all the provisions of these articles shall, so far as circumstances admit, apply to stock as well as to shares, and the words "**share**" and "**shareholder**" are construed accordingly.

Destruction of documents

51. ENTITLEMENT TO DESTROY DOCUMENTS

51.1 The Company may destroy:

51.1.1 a share certificate which has been cancelled after a period of one year has elapsed from the date of cancellation;

51.1.2 an instruction concerning the payment of dividends or other sums in respect of a share or a notification of change of name or address after a period of two years has elapsed from the date the instruction or notification was recorded by the Company;

51.1.3 an instrument of transfer or form of renunciation of shares which has been registered after a period of six years has elapsed from the date of registration; or

51.1.4 any other document on the basis of which an entry is made in the Register after a period of six years has elapsed from the date the entry was first made in the Register in respect of it,

but the Company may destroy a document after a shorter period than that specified in this article if a copy is retained in permanent form. The copy of a document shall be treated for the purposes of this article as if it were the document.

51.2 If the Company destroys a document in accordance with this article in good faith and without express notice that its preservation was relevant to a claim, it shall be conclusively presumed in favour of the Company that the document was valid and that, if it was a share certificate, it was properly cancelled, if it was an instrument of transfer, it was properly registered and, if it was another document, particulars of it recorded in the books or records of the Company were correctly recorded. This article

shall not, however, be construed as recognising liability of the Company in relation to the destruction by it of a document before the expiration of the relevant period, merely because the specified period had not elapsed.

51.3 In this article, "**destroy**" and "**destruction**" includes disposal in any manner.

General meetings

52. GENERAL MEETINGS

The Board may whenever it thinks fit convene a general meeting. If there are not enough Directors within the United Kingdom to call a general meeting, one Director or member may call the meeting.

53. ARRANGEMENTS FOR GENERAL MEETINGS

53.1 In the case of an annual general meeting or extraordinary general meeting, despite the specification in the notice of the place of the general meeting ("**the Principal Place**") at which the chairman of the meeting is to preside, the Board may make arrangements for simultaneous attendance and participation at other places by members and proxies entitled to attend the general meeting. Members present in person or by proxy at those other places but excluded from the Principal Place under the provisions of this article shall count in the quorum and be entitled to vote at the general meeting.

53.2 The arrangements for simultaneous attendance at the meeting may include arrangements regarding the level of attendance at the other places, provided that they operate so that members and proxies excluded from attendance at the Principal Place are able to attend at one of the other places. For the purpose of all other provisions of these articles, the meeting shall be treated as being held and taking place at the Principal Place.

53.3 For the purpose of facilitating the organisation and administration of a general meeting, the Board may make arrangements, whether involving the issue of tickets (on a basis intended to afford to all members and proxies entitled to attend the meeting an equal opportunity of being admitted to the Principal Place) or the imposition of some random means of selection or otherwise as in their discretion they consider to be appropriate, and may vary the arrangements or make new arrangements in their place. The entitlement of a member or proxy to attend a general meeting at the Principal Place shall be subject to the arrangements in force at the time of the meeting, whether stated in the notice of the meeting or notified to the members concerned after despatch of the notice.

53.4 If the chairman of the meeting considers that the Principal Place is inadequate to accommodate all those entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid, provided that the chairman is satisfied that adequate facilities are available to ensure that members who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether by the use of microphones, loud-speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

54. OMISSION OR NON-RECEIPT OF NOTICE

The accidental omission to give any notice of a meeting or to send or supply any document or other information relating to any meeting to, any person entitled to receive the notice, document or other information, or the non-receipt for any reason of any such notice, document or other information by that person shall not invalidate the proceedings at that meeting. A member present, either in person or by proxy, at any meeting of the Company or of the holders of a class of shares in the Company shall be deemed to have received proper notice of the meeting and, where relevant, of the purposes for which it was called.

Proceedings at general meetings

55. QUORUM

No business shall be transacted at a general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum does not preclude the choice or appointment of a chairman of the meeting which shall not be treated as part of the business of the meeting. Save as otherwise provided by these articles, two members present in person or by proxy and entitled to vote constitute a quorum for all purposes.

56. PROCEDURE IF QUORUM NOT PRESENT

56.1 If within 15 minutes (or such longer time, not exceeding one hour, as the chairman of the meeting decides) from the time appointed for the meeting a quorum is not present, or if during a meeting, a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. It shall otherwise be adjourned to such date (being not less than 14 days nor more than 28 days later), time and place which the chairman of the meeting or, failing him, the Board determines. If at the adjourned meeting a quorum is not present within 15 minutes (or such longer time, not exceeding one hour, as the chairman of the meeting decides) from the time appointed for holding the meeting or, if during the meeting a quorum ceases to be present, the meeting shall be dissolved.

56.2 The Company shall give not less than seven days' notice of any such adjourned meeting. The notice shall specify the date, time and the place of the adjourned meeting and the general nature of the business to be transacted, and shall state the quorum requirement.

57. CHAIRMAN OF GENERAL MEETINGS

57.1 The chairman, if any, of the Board, or in his absence some other Director nominated by the chairman in writing, shall preside as chairman of the meeting. If neither the chairman nor the nominated Director is present within 15 minutes after the time appointed for holding the meeting, or if neither of them is willing to act as chairman of the meeting, the Directors present may choose one of the Directors who is present to be chairman of the meeting. If there is only one Director present and he is willing to act, he shall be chairman of the meeting.

57.2 If no Director is willing to act as chairman of the meeting or if no Director is present within 15 minutes after the time appointed for holding the meeting, a member may be elected to be chairman of the meeting by a resolution of the Company passed at the meeting.

- 57.3 The chairman of the meeting shall take such action as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting and the chairman's decision on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination, acting in good faith, as to whether a matter is of such a nature.

58. DIRECTORS' RIGHT TO ATTEND AND SPEAK

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

59. ADJOURNMENTS

- 59.1 The chairman of the meeting may, with the consent of the meeting at which a quorum is present (and shall, if directed by the meeting to do so), adjourn the meeting either indefinitely or to another time or place. The chairman of the meeting may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he or the Board decide if it appears to him that:
- 59.1.1 the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
 - 59.1.2 the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly holding or continuation of the meeting;
 - 59.1.3 an adjournment is otherwise necessary for the business of the meeting to be properly conducted; or
 - 59.1.4 a proposal of such importance is made that the consideration of a larger number of members is desirable.
- 59.2 When a meeting is adjourned with no appointed date, the time and place for the adjourned meeting shall be fixed by the Board.
- 59.3 When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Except where these articles otherwise require, it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting whatever the reason for the adjournment.
- 59.4 The chairman of the meeting may adjourn a meeting even if some members may be unable to be present at the adjourned meeting. A member may execute a form of proxy for the adjourned meeting which, if delivered by him to the chairman or the Secretary, shall be valid even though it is given at less notice than would otherwise be required by these articles.
- 59.5 No business shall be transacted at an adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.

60. AMENDMENTS TO RESOLUTIONS

- 60.1 In the case of a resolution proposed as a special resolution, no amendment (other than an amendment to correct a patent error) may be considered or voted on.
- 60.2 In the case of a resolution proposed as an ordinary resolution, no amendment (other than an amendment to correct a patent error) may be considered or voted on unless at least two working days' prior written notice of the amendment and intention to move it has been received by the Company or the chairman of the meeting agrees otherwise.
- 60.3 If an amendment is proposed to a resolution under consideration which (in good faith) is ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by an error in the ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted on.

Voting

61. METHOD OF VOTING

- 61.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before the show of hands, or on the declaration of the result of it, a poll is demanded:
 - 61.1.1 by the chairman;
 - 61.1.2 by not less than three members having the right to vote on the resolution;
 - 61.1.3 by a member or members representing not less than 10 per cent. of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any shares held as treasury shares); or
 - 61.1.4 by a member or members holding shares conferring a right to vote at the meeting (being shares on which an aggregate sum has been paid up equal to not less than 10 per cent. of the total sum paid up on all the shares conferring that right (excluding shares held as treasury shares)).
- 61.2 Unless a poll is demanded (and the demand is not withdrawn), a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

62. VOTES OF MEMBERS

- 62.1 Subject to these articles and to rights or restrictions attached to shares, on a show of hands every member who is present in person and every proxy present who has been duly appointed by a member entitled to vote on the resolution shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for each share of which such member is the holder.

- 62.2 For the purposes of determining which persons may attend and vote at a general meeting, and the number of votes each such person may have, the notice of the meeting may specify a date and time by which persons must be entered on the register in order to be entitled to attend and vote at the meeting. This date and time must not be more than 48 hours before the time appointed for the commencement of the meeting.

63. PROCEDURE IF POLL DEMANDED

- 63.1 If a poll is demanded, it shall be taken in the manner the chairman of the meeting directs (including the use of ballot or voting papers or tickets). The chairman of the meeting may, and if required to do so by the meeting shall, appoint scrutineers (who need not be members) and may fix a time and place for the purpose of declaring the result of the poll, which shall be treated as the resolution of the meeting at which the poll was demanded.
- 63.2 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on another question shall be taken either immediately or at the time and place the chairman directs, being not more than 30 days from the date of the meeting or the adjourned meeting at which the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and then withdrawn, the meeting shall continue as if the demand had not been made.
- 63.3 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of the meeting. A demand which is withdrawn will not invalidate the result of a show of hands declared before the demand was made.
- 63.4 Notice need not be given of a poll which is not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice must be given, specifying the time and place at which the poll is to be taken.

64. VOTES ON A POLL

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.

65. VOTES OF JOINT HOLDERS

In the case of joint holders, 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.

66. VOTES ON BEHALF OF AN INCAPABLE MEMBER

A member in respect of whom an order has been made by a competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote, whether on a show of hands or on a poll, by a person authorised in such circumstances to do so on his behalf and that person may vote by proxy, provided that evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote has been received by the Company within the time limits

prescribed by these articles for the receipt of appointment of proxy for use at the meeting, adjourned meeting or poll at which the right to vote is to be exercised.

67. OBJECTION OR ERRORS IN VOTING

If:

- 67.1 an objection is raised to the qualification of a voter; or
- 67.2 votes have been counted which ought not to have been counted or which might have been rejected; or
- 67.3 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 on a resolution unless it is raised or pointed out at the meeting or the adjourned meeting at which the vote objected to is given or at which the error occurs. An objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on a resolution if the chairman decides that it may have affected the decision of the meeting. The decision of the chairman of the meeting on these matters is conclusive.

68. SUSPENSION OF RIGHTS WHERE NON-DISCLOSURE OF INTERESTS

68.1 For the purposes of this article:

- 68.1.1 **"Disclosure Notice"** means a notice issued by the Company requiring the disclosure of interests in shares under the Statutes;
- 68.1.2 **"Restrictions"** means one or more of the restrictions referred to in article 68.3 (as determined by the Board);
- 68.1.3 **"Specified Shares"** means the shares specified in a Disclosure Notice; and
- 68.1.4 a person shall be treated as appearing to be interested in shares if:
 - 68.1.4.1 the person has been named in response to a Disclosure Notice as being interested;
 - 68.1.4.2 in response to a Disclosure Notice, the member holding the shares or another person appearing to be interested in them has failed to establish the identities of those who are interested and (taking into account the response and other relevant information) the Company has reasonable cause to believe that the person in question is or may be interested in the shares; or
 - 68.1.4.3 the member holding the shares is an Approved Depositary and the person in question has notified the Approved Depositary that he is so interested.

68.2 Despite anything in these articles to the contrary, if:

- 68.2.1 a Disclosure Notice has been served on a member or a person appearing to be interested in shares; and

68.2.2 the Company has not received the information required in respect of the Specified Shares within a period of 14 days (subject as provided in articles 68.7 and 68.9) after the service of the Disclosure Notice;

then the Board may determine that the member holding the Specified Shares is subject to the Restrictions. The Company shall, as soon as practicable after the determination, give notice to the relevant member stating that (until such time as the Board determines otherwise under article 68.4) the Specified Shares shall be subject to the Restrictions stated in the notice.

68.3 Subject to articles 68.4, 68.7 and 68.9, the Restrictions which the Board determines applicable to Specified Shares shall be one or more (as determined by the Board) of the following:

68.3.1 the member holding the Specified Shares shall not be entitled, in respect of the Specified Shares, to be present or to vote (either personally, or by proxy or otherwise) at a general meeting or at a separate general meeting of the holders of a class of shares, or on a poll or to exercise any other right in relation to a general meeting or a separate class meeting;

68.3.2 no transfer of the Specified Shares shall be effective or shall be recognised by the Company; and

68.3.3 no dividend or other sums which would otherwise be payable on or in respect of the Specified Shares shall be paid to the member holding the Specified Shares and, in circumstances where an offer of the right to elect to receive ordinary shares instead of cash in respect of a dividend is or has been made, an election made in respect of the Specified Shares shall not be effective.

68.4 The Board may determine that one or more Restrictions imposed on Specified Shares cease to apply at any time. If the Company receives the information required in the relevant Disclosure Notice, the Board shall, within seven days of receipt, determine that all Restrictions imposed on the Specified Shares cease to apply. In addition, the Board shall determine that all Restrictions imposed on the Specified Shares cease to apply if the Company receives a signed and duly stamped instrument of transfer in respect of the Specified Shares, which would otherwise be given effect to, by:

68.4.1 a sale of the Specified Shares through a recognised investment exchange or on a stock exchange outside the United Kingdom on which the Company's shares are normally dealt in;

68.4.2 acceptance of a takeover offer for the Company (within the meaning of part 28 of the Act); or

68.4.3 a sale which is shown to the satisfaction of the Board to be a bona fide sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member or with another person appearing to be interested in the shares.

68.5 Where dividends or other sums payable on Specified Shares are not paid as a result of Restrictions having been imposed, the dividends or other sums shall accrue and be payable (without interest) on the relevant Restriction ceasing to apply.

- 68.6 If the Board makes a determination under article 68.4 it shall notify the purported transferee as soon as practicable and any person may make representations in writing to the Board concerning the determination. Neither the Company nor the Board shall in any event be liable to any person as a result of the Board having imposed Restrictions, or failed to determine that Restrictions shall cease to apply, if the Board has acted in good faith.
- 68.7 Where the Specified Shares represent less than 0.25 per cent. (in nominal value) of the shares of the same class (excluding any shares of that class held as treasury shares) as the Specified Shares in issue at the date of issue of the relevant Disclosure Notice then:
- 68.7.1 the period of 14 days referred to in article 68.2.2 is to be treated as a reference to a period of 28 days; and
- 68.7.2 any determination made by the Board under article 68.2 may only impose the Restriction referred to in article 68.3.1.
- 68.8 Shares issued in right of Specified Shares which are for the time being subject to particular Restrictions shall, on issue, become subject to the same Restrictions as the relevant Specified Shares. For this purpose, shares which the Company procures to be offered 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 Specified Shares.
- 68.9 The Board may, at its discretion, suspend, in whole or in part, the imposition of a Restriction, either permanently or for a given period, and may pay a dividend or other sums payable in respect of the Specified Shares to a trustee (subject to the Restriction referred to in article 68.3.3). Notice of suspension, specifying the Restrictions suspended and the period of suspension, shall be given by the Company to the relevant holder as soon as practicable.
- 68.10 If a person appearing to be interested in shares has been served with a Disclosure Notice and those shares are held by an Approved Depositary, the provisions of this article shall be treated as applying only to those shares held by the Approved Depositary in which such person appears to be interested and not (by virtue of that person's apparent interest) to other shares held by the Approved Depositary.
- 68.11 If the member on which a Disclosure Notice is served is an Approved Depositary acting in its capacity as such, the obligations of the Approved Depositary as a member of the Company shall be limited to disclosing information recorded by it relating to a person appearing to be interested in the shares held by it under the arrangements by which it was appointed as an Approved Depositary.
- 68.12 Nothing in this article limits or restricts the powers of the Company or the Board under the Statutes.

69. CORPORATIONS ACTING BY REPRESENTATIVES

- 69.1 A corporate member may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative at a general meeting or at a separate meeting of the holders of a class of shares.

- 69.2 The provisions of the Statutes shall apply to determine the powers that may be exercised at any such meeting by any person or persons so authorised. An authorised person present at the meeting shall be treated as a member present in person.
- 69.3 The person or persons who is or claims to be authorised may be required by a Director or the Secretary, or by some other person authorised for that purpose by the Board, to produce a certified copy of the resolution providing such authority.

Proxies

70. VOTING BY PROXY

- 70.1 The appointment of a proxy:
- 70.1.1 shall be in a usual or common form, or another form approved by the Board;
 - 70.1.2 shall be signed by the appointor or his duly authorised attorney or, if the appointor is a corporation, executed under its seal or signed under the hand of its duly authorised officer or attorney or other person or persons authorised to sign it; and
 - 70.1.3 unless the instrument provides otherwise, shall be valid for adjournments of the meeting to which it relates.
- 70.2 Subject to any contrary direction contained in the appointment of a proxy, a proxy may demand or join in demanding a poll, and subject to the provisions of these articles, may speak at a general meeting and may vote on any resolution or amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given, as the proxy thinks fit.

71. RECEIPT OF PROXIES

- 71.1 In order to be valid, the appointment of a proxy must:
- 71.1.1 in the case of an appointment of a proxy made in hard copy form, be received at the Office, or at another place within the United Kingdom specified by the Company for the receipt of appointments of proxy in hard copy form by the relevant time together with the relevant documents, if any; or
 - 71.1.2 in the case of an appointment of a proxy made by electronic means or by means of a website, be received at the address or at the Office by the relevant time.
- 71.2 For the purposes of this article 71:
- 71.2.1 the **"address"** means the number or address which has been specified by the Company for the purpose of receiving appointments of proxy by electronic means or by means of a website;
 - 71.2.2 **"relevant document"** means the power of attorney or other authority pursuant to which the appointment of proxy is made, or a copy of such document certified by a notary or certified in some other way approved by the Board;

71.2.3 the "**relevant time**" shall be:

- 71.2.3.1 48 hours before the time appointed for the commencement of the meeting or adjourned meeting at which the person appointed as proxy proposes to vote; or
- 71.2.3.2 in the case of a poll taken more than 48 hours after it is demanded, 24 hours before the time appointed for the taking of the poll; or
- 71.2.3.3 in the case of a poll taken following the conclusion of a meeting or adjourned meeting but 48 hours or less after it was demanded, before the end of the meeting at which it was demanded (or such later time as the Board may determine).

The Board may in its discretion determine that in calculating the periods referred to in this Article 71.2, no account shall be taken of any part of a day which is not a working day.

- 71.3 A member may appoint more than one proxy to attend on the same occasion provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such member. Where a member appoints more than one proxy, each such appointment shall specify the number of shares in respect of which each proxy is entitled to exercise the related votes and the member shall ensure that no proxy is appointed to exercise the votes which any other proxy has been appointed by that member.

72. CANCELLATION OF PROXY'S AUTHORITY

A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid despite the previous termination of the authority of the person voting or demanding a poll, unless notice of termination was received by the Company:

- 72.1 in the case of a duly authorised representative of a corporation, at the Office;
- 72.2 where the appointment of a proxy was made in hard copy form at the Office (or such other place as is specified for depositing appointments of proxy in hard copy form); or
- 72.3 where the appointment of the proxy was made by electronic means or by means of a website, at the address (as defined in article 71.2.1),

in each case:

- 72.4 not less than 24 hours before the time appointed for the commencement of the meeting or adjourned meeting at which such vote is given; or
- 72.5 in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting, not less than 24 hours before the time appointed for the taking of the poll at which the vote is cast.

The Board may in its discretion determine that in calculating the periods referred to in this article 72, no account shall be taken of any part of a day which is not a working day.

73. MAXIMUM VALIDITY OF PROXY

An instrument appointing a proxy is valid for twelve months from its execution.

74. PROXY NEED NOT BE A MEMBER

A proxy need not be a member of the Company.

Number, appointment, retirement and removal of directors

75. NUMBER OF DIRECTORS

Unless otherwise determined by the Company by ordinary resolution the number of Directors shall be not less than two or more than 12.

76. ABSENCE OF DIRECTORS' SHAREHOLDING QUALIFICATION

A Director does not require a share qualification.

77. POWER OF COMPANY TO APPOINT DIRECTORS

77.1 The Company may by ordinary resolution appoint a person to be a Director, either to fill a vacancy or as an additional Director, and determine in what order additional Directors are to retire by rotation. The appointment shall take effect from the end of the meeting at which the resolution is passed.

77.2 Without limiting the provisions of the Act, the Company may, by ordinary resolution:

77.2.1 remove a Director before the expiration of his period of office (but his removal shall not limit a claim which he has for breach of a contract of employment); and

77.2.2 appoint another person in his place;

and the person who is appointed shall be treated, for the purpose of determining the time at which he or another 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 appointed or last reappointed a Director.

78. ELECTION OF TWO OR MORE DIRECTORS

A motion for the appointment of two or more persons as Directors by a single resolution shall not be made unless a resolution that it shall be made has been first agreed to by the meeting unanimously. A motion for approving a person's appointment or for nominating a person for appointment is to be treated as a motion for his appointment.

79. POWER OF THE BOARD TO APPOINT DIRECTORS

The Board may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed the number fixed by or in accordance with these articles as the maximum number of Directors. The Director shall hold office only until the next general meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the

meeting. If he is not reappointed at the meeting, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

80. POWERS OF EXECUTIVE DIRECTORS

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

81. NUMBER AND IDENTITY OF DIRECTORS TO RETIRE BY ROTATION

81.1 At every annual general meeting of the Company one third of the Directors shall retire from office or, if their number is not three or a multiple of three, the number nearest to but not more than one third. In addition, each Director shall retire from office at the third annual general meeting after he was appointed or reappointed, if he would not otherwise fall within the Directors to retire by rotation.

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

82. RECENT APPOINTMENTS

The Directors to retire shall be determined (both as to number and identity) by the composition of the Board at the commencement of business on the day which is 14 days prior to the date of the notice convening the annual general meeting. A Director shall not be required, or be relieved from the obligation, to retire by reason of a change in the Board after that time but before the close of the meeting.

83. FILLING ROTATION VACANCIES AND TIMING OF RETIREMENT

83.1 At the meeting at which a Director retires by rotation, the Company may fill the vacated office. The retiring Director may be put forward for reappointment.

83.2 A Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

84. CHANGES TO THE NUMBERS OF RETIRING DIRECTORS

The Company may by ordinary resolution increase or reduce the number of Directors to retire from office, and may also determine how the increased or reduced number is to retire from office.

85. PERSONS ELIGIBLE AS DIRECTORS

No person other than a Director retiring by rotation shall be appointed or reappointed a Director at a general meeting unless:

85.1 he is recommended by the Board (or a committee of the Board); or

- 85.2 not less than seven nor more than 42 clear days before the date appointed for the meeting, notice has been given to the Company, signed by a member (not being the person to be proposed) who is qualified to vote at the meeting, proposing that person for appointment or reappointment together with notice signed by that person of his willingness to be appointed or reappointed.

86. VACATION OF OFFICE BY DIRECTORS

- 86.1 Without prejudice to the provisions for retirement by rotation or otherwise contained in these articles, the office of a Director shall be vacated if:
- 86.1.1 he resigns his office by notice sent to or received at the Office or at an address specified by the Company for the purposes of communicating via electronic means or tendered at a meeting of the Board;
 - 86.1.2 is removed from office pursuant to these articles;
 - 86.1.3 his resignation is requested by all of the other Directors by notice in writing delivered to the Office or tendered at a meeting of the Board, and there are at least three other Directors;
 - 86.1.4 a registered medical practitioner who is treating him gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months and the Board resolves that his office be vacated;
 - 86.1.5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have and the Board resolves that his office be vacated;
 - 86.1.6 he is absent without the permission of the Board from meetings of the Board for six consecutive months, and his alternate (if any) does not attend in his place, and the Board resolves that his office is vacated;
 - 86.1.7 he becomes bankrupt or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement;
 - 86.1.8 he is prohibited by law from being a Director; or
 - 86.1.9 he ceases to be a Director by virtue of the Statutes.
- 86.2 A resolution of the Board declaring that a Director has vacated office under this article shall be conclusive as to that fact and as to the ground of vacation stated in the resolution.

87. ALTERNATE DIRECTORS

- 87.1 A Director (other than an alternate director) may appoint another Director, or another person approved by resolution of the Board, to be an alternate director and may remove him from his office of alternate director.
- 87.2 An alternate director who is present in the United Kingdom shall be given notice of all meetings of the Board and all meetings of committees of the Board of which his

appointor is a member. He shall be entitled to attend and vote at those meetings if the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence, but not to appoint an alternate.

- 87.3 An alternate director who is absent from the United Kingdom shall not be entitled to receive notices unless he leaves an address in the United Kingdom for the receipt of notices with the Secretary.
- 87.4 The appointment or removal of an alternate director shall be effected by notice sent to or received at the Office or at an address specified by the Company for the purpose of communication by electronic means or in another manner approved by the Board.
- 87.5 Except as otherwise provided in these articles, an alternate director shall be deemed to be a Director and shall alone be responsible for his own acts and defaults. He shall not be deemed to be the agent of the Director appointing him.
- 87.6 An alternate director shall not be entitled to receive remuneration from the Company for his services as an alternate director, except for a part of the remuneration otherwise payable to his appointor which the appointor directs by notice to the Company.
- 87.7 Every person acting as an alternate director has one vote for each Director for whom he acts as alternate, in addition to his own vote if he is also a Director, but he shall not be counted more than once towards a quorum. Execution by an alternate director of a resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointor.
- 87.8 An alternate director shall cease to be an alternate director if:
 - 87.8.1 any event occurs which, if he had been a Director, would have caused him to vacate his office;
 - 87.8.2 his appointor ceases to be a Director (but, if a Director retires by rotation or otherwise but is reappointed, or deemed to have been reappointed, at the meeting at which he retires, an appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment); or
 - 87.8.3 he resigns his office by notice to the Company.

Fees, remuneration, expenses and pensions

88. LIMITATION OF DIRECTORS' FEES

- 88.1 The Directors (other than Directors holding executive office and alternate directors) shall be paid the fees for their services determined by the Board (or a committee of the Board). The aggregate of the fees (excluding amounts payable under other provisions of these articles) shall not exceed £90,000 per annum (and this figure shall be subject to upward-only adjustment in line with the percentage increase in the retail prices index (as defined in section 833(2) of the Income and Corporation Taxes Act 1988) after the date of the adoption of these articles) or a higher amount decided by ordinary resolution. The fees shall be divided amongst the Directors entitled to them

in the proportions and the manner the Board determines or, in default of a determination, equally (except that, if a Director holds office for less than the whole of the period to which the fees relate, his share shall be reduced in proportion to the part of the period for which he did not hold office).

- 88.2 A Director who does not hold executive office and serves on a committee or devotes special attention to the business of the Company, or otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a Director, may be paid extra remuneration by way of salary, participation in profits or otherwise as the Board determines.

89. EXPENSES

The Directors may be paid all expenses properly incurred by them in connection with their services.

90. REMUNERATION OF EXECUTIVE DIRECTORS

A Director appointed to hold an employment or executive office in accordance with the provisions of these articles shall receive the remuneration (by way of salary, commission, participation in profits or otherwise) which the Board or a committee of the Board may decide, either in addition to, or in lieu of, his remuneration as a Director.

91. PENSIONS AND GRATUITIES FOR DIRECTORS

The Board or a committee of the Board may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or (without limitation) in another manner, for a Director or former Director or the relations or dependants of a Director or former Director. No Director or former Director shall be accountable to the Company or the members for a benefit provided under this article and the receipt of the benefit does not disqualify a person from being or becoming a Director.

Powers and duties of directors

92. GENERAL POWERS OF THE COMPANY VESTED IN THE BOARD

Subject to these articles and to directions given by the Company in general meeting by special resolution, the business of the Company shall be managed by the Board, which may exercise all powers of the Company. No alteration of these articles and no special resolution shall invalidate a prior act of the Board which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this article shall not be limited by a special power given to the Board by another article and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

93. BORROWING POWERS AND RESTRICTIONS

- 93.1 The Board may, subject as provided below, exercise all the powers of the Company to borrow money, to guarantee, to indemnify and to mortgage or charge its undertaking, property, assets (present and future) and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for a debt, liability or obligation of the Company or a third party.

- 93.2 The Board shall restrict the borrowing of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) with a view to securing (in relation to subsidiaries only in so far as the rights and powers of the Company enable the Board to do so) that the aggregate outstanding principal amount of all borrowings of the group does not, without the previous sanction of an ordinary resolution of the Company, exceed an amount equal to five times the adjusted share capital and consolidated reserves.
- 93.3 For the purposes of this article:
- 93.3.1 the **"group"** comprises the Company and its subsidiaries at the time;
- 93.3.2 the **"adjusted share capital and consolidated reserves"** means:
- 93.3.2.1 the amount standing to the credit of the share capital account of the Company (including any shares held as treasury shares);
 - 93.3.2.2 the aggregate amount standing to the credit of the consolidated capital and revenue reserves (including a share premium account or capital redemption reserve fund); and
 - 93.3.2.3 the consolidated profit and loss account of the Company and its subsidiaries;
- all as shown in the latest audited consolidated accounts of the Company and its subsidiaries, but:
- 93.3.2.4 adjusted as may be necessary to take account of an increase in, or reduction of, the share capital or reserves since the date to which the consolidated balance sheet has been made up and distributions (other than to the Company or another subsidiary) out of profits earned down to the date of the balance sheet and not provided for in the balance sheet;
 - 93.3.2.5 excluding sums set aside for taxation and amounts attributable to minority interests in subsidiaries;
 - 93.3.2.6 adjusted in respect of variations in the interest of the Company in its subsidiaries since the date of the balance sheet;
 - 93.3.2.7 adjusted to take account of revaluations of the fixed assets of the Company and its subsidiaries made by independent professional valuers;
 - 93.3.2.8 deducting amounts attributable to goodwill; and
 - 93.3.2.9 making any other adjustments which the auditors, after consultation with the Company, consider appropriate;
- 93.3.3 **"borrowings"** include the following, to the extent that they would not otherwise be taken into account:
- 93.3.3.1 the principal amount of debentures of a member of the group, whether or not issued or incurred for a consideration which is

wholly cash, which are not beneficially owned by a member of the group;

- 93.3.3.2 amounts outstanding in respect of acceptances by a bank or accepting house under an acceptance credit opened on behalf and in favour of a member of the group, excluding acceptances of trade bills for the purchase of goods in the ordinary course of business;
- 93.3.3.3 the nominal amount of any issued and paid up share capital and the principal amount of any debenture of, or amount borrowed by, any person, which is not owned beneficially by a member of the group, but the redemption or repayment of which is the subject of a guarantee or indemnity by a member of the group, or wholly or (to the extent of the part secured) partly secured on the undertaking or assets of a member of the group;
- 93.3.3.4 the nominal amount of any issued and paid up preference share capital of a subsidiary which is not owned beneficially by a member of the group; and
- 93.3.3.5 any fixed or minimum premium payable on final repayment of any borrowings (within the meaning of this paragraph);

but do not include:

- 93.3.3.6 sums owing by one member of the group to another or (if the creditor is not a wholly-owned member of the group) a due proportion of the sums owing;
 - 93.3.3.7 sums borrowed for the purpose of, and within 12 months of being borrowed applied in, repaying sums previously borrowed by a member of the group (pending the application);
 - 93.3.3.8 a proportion of the borrowings of a partly-owned subsidiary, which would otherwise be included, corresponding to the proportion of its equity share capital not owned, directly or indirectly, by the Company;
 - 93.3.3.9 sums borrowed to finance a contract in respect of which the group has the benefit of a guarantee or insurance by the Export Credits Guarantee Department or by another governmental department fulfilling a similar function (to the extent of the amount guaranteed or insured); and
- 93.3.4 a sum which is to be taken into account in determining borrowings and which is denominated or repayable (or repayable at the option of a person other than a member of the group) 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 day when the amount of borrowings is to be determined or, if the amount of borrowings would as a result be less, at the rate of exchange prevailing in London six months before that date. For this purpose, the rate of exchange on a day is the rate prevailing at the close of

business on that day or, if it is not a business day, on the last preceding business day.

- 93.4 The certified opinion of the Auditors as to the amount of the share capital and consolidated reserves, to the amount of borrowings or to the effect that the limit imposed by this article has not been or will not be exceeded is conclusive and binding.
- 93.5 The Board may act in reliance on a bona fide estimate of the amount of the share capital and consolidated reserves or sums borrowed and if in consequence the limit set out in article 93.2 is inadvertently exceeded, an amount borrowed equal to the excess may be disregarded until the expiration of three months after the date on which (through a determination of the Auditors or otherwise) the Board becomes aware of it.
- 93.6 No person dealing with the Company or its subsidiaries shall by reason of this article be concerned to see or inquire whether this limit is observed, and no debt incurred or security given in excess of that 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 from the Company that the limit had been or would as a result be exceeded.

94. LOCAL BOARDS

The Board may establish local boards or agencies for managing the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint persons to be members of the local boards, or managers or agents, and may fix their remuneration. The Board may delegate to a local board, manager or agent any of the powers, authorities and discretions vested in the Board, with power to sub-delegate, and may authorise the members of a local board (or any of them) to fill vacancies in it and to act despite vacancies. An appointment or delegation may be made on the terms and conditions the Board thinks fit, and the Board may remove a person appointed, and may annul or vary a delegation, but no person dealing in good faith and without notice of an annulment or variation shall be affected by it.

95. DELEGATION TO COMMITTEES

- 95.1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) (including, without limitation, all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of other benefits on all or any of the Board) to a committee, consisting of the persons (whether a member or members of its body or not) it thinks fit; provided that if the Board delegates any of its powers to a committee:
 - 95.1.1 the number of persons appointed to the committee who are not Directors shall be less than half the total number of the committee; and
 - 95.1.2 no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors.
- 95.2 Any committee established under this article shall, in the exercise of its duties, conform to regulations imposed on it by the Board. The meetings and proceedings of a committee consisting of two or more members shall be governed (with the appropriate changes) by the provisions of these articles for regulating the meetings and procedures of the Board, so far as they are applicable and are not superseded by

regulations imposed by the Board or made by the committee under powers delegated to it by the Board.

- 95.3 The power to delegate contained in this article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee of the Board.

96. DELEGATION TO INDIVIDUAL DIRECTORS

The Board may entrust to and confer on a Director any of its powers, authorities and discretions (with power to sub-delegate) on the terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, authorities and discretions and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected.

97. POWERS OF ATTORNEY

The Board may, by power of attorney, appoint a person, whether nominated directly or indirectly by the Board, to be the attorney of the Company with the powers (not exceeding those vested in or exercisable by the Board under these articles), for the period and subject to the conditions it thinks fit. A power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney and may also authorise the attorney to delegate all or any of the powers vested in him. The Board may revoke or vary an appointment under this article, but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

98. REGISTERS

Subject to the provisions of the Statutes, the Company may keep an overseas or local register and the Board may make and vary regulations as it thinks fit in relation to it.

99. PROVISION FOR EMPLOYEES

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

Directors' appointments and interests

100. APPOINTMENT OF DIRECTORS TO EXECUTIVE OFFICES

- 100.1 Subject to the Statutes, the Board may from time to time appoint one or more Directors to an executive office with the Company for a period (subject to the provisions of the Statutes) and on terms the Board or a committee of the Board (in its discretion) decides and may revoke, terminate or vary the appointment.
- 100.2 The appointment of a Director to an executive office is subject to termination if he ceases to be a Director, but without limiting a claim for damages for breach of his contract of employment.

101. DIRECTORS' PERMITTED INTERESTS AND VOTING

101.1 Subject to compliance with article 103, a Director, despite his office:

101.1.1 may enter into or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

101.1.2 (except that of auditor or auditor of a subsidiary of the Company) may hold any other office or place of profit under the Company in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

101.1.3 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any company promoted by the Company or in which the Company is otherwise (directly or indirectly) interested or as regards which the Company has any powers of appointment; and

101.1.4 shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any such office, employment, transaction or arrangement and no such transaction or arrangement shall be avoided on the grounds of any such interest or benefit.

101.2 Save as provided in this article 101, a Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Directors concerning any contract, transaction or arrangement or any other proposal, in which he (or any person connected with him as detailed in article 101.8) is interested.

101.3 Subject to the provisions of the Statutes, a Director shall (in the absence of some other interest than is set out below) be entitled to vote, and be counted in the quorum, in respect of any resolution concerning any contract, transaction or arrangement, or any other proposal:

101.3.1 in which he has an interest of which he is not aware;

101.3.2 in which he has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

101.3.3 in which he has an interest only by virtue of interests in shares, debentures or other securities of the Company, or by reason of any other interest in or through the Company;

101.3.4 which involves the giving of any guarantee, security or indemnity in respect of:

101.3.4.1 money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings; or

101.3.4.2 a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in

whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;

101.3.5 concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings in which offer he is or may be entitled to participate as a holder of securities; or in the underwriting or sub-underwriting of which the Director is to participate;

101.3.6 concerning any other body corporate in which he (and any person connected with him) has a direct or indirect interest of any kind (including an interest by holding any position, or by holding an interest in shares, in that body corporate), provided that he (and any person connected with him) does not hold an interest in shares (within the meaning set out in sections 820-825 of the Act) representing one per cent or more of either any class of equity share capital, or the voting rights, in such body corporate (excluding any shares of that class, or any voting rights attached to shares, which are held as treasury shares);

101.3.7 relating to an arrangement for the benefit of the employees or former employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees or former employees to whom such arrangement relates; or

101.3.8 concerning:

101.3.8.1 insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons including Directors; or

101.3.8.2 indemnities in favour of Directors; or

101.3.8.3 the funding of expenditure by one or more Directors on defending proceedings against such Director or them or doing anything to enable such Director or Directors to avoid incurring such expenditure.

101.4 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or its termination) of two or more Directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Director. In such case, each of the Directors concerned (if not otherwise debarred from voting under this article 101) shall be entitled to vote (and be counted in the quorum) in respect of each resolution, except that concerning his own appointment.

101.5 If any question arises at any meeting as to whether any interest of a Director prevents him from voting or being counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the chairman of the meeting. The chairman of the meeting's ruling in relation to the Director concerned (other than himself) shall be final and conclusive (except where it subsequently becomes apparent that the nature or extent of the interests of the Director concerned have not been fairly disclosed).

- 101.6 If any question arises at any meeting as to whether any interest of the chairman of the meeting prevents him from voting or being counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be decided by resolution of the Directors or committee members present at the meeting (excluding the chairman). The majority vote of the Directors or committee members shall be final and conclusive (except where it subsequently becomes apparent that the nature or extent of the interests of the chairman of the meeting have not been fairly disclosed).
- 101.7 Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this article 101, either generally or in respect of any particular matter, or ratify any transaction not duly authorised by reason of a contravention of this article 101.
- 101.8 For the purposes of this article 101:
- 101.8.1 sections 252-255 of the Act shall be applied to determine whether a person is connected with a Director;
- 101.8.2 an interest of a person who is connected with a Director shall be treated as an interest of the Director;
- 101.8.3 in relation to an alternate, an interest of his appointor shall be treated as an interest of the alternate, in addition to any interest which the alternate otherwise has; and
- 101.8.4 without prejudice to article 101.8.3, the provisions of this article 101 shall apply to an alternate Director as if he were a Director otherwise appointed.

102. AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST

- 102.1 For the purposes of this article 102 and 103:
- "Relevant Situation" means a situation or matter in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) but excludes (i) any situation or matter which cannot reasonably be regarded as likely to give rise to a conflict of interest and (ii) any conflict of interest arising in relation to a transaction or arrangement with the Company;
- "Interested Director" means, in relation to any Relevant Situation, any director interested in that Relevant Situation; and
- any reference to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 102.2 The directors shall have the power to authorise any Relevant Situation on such terms as they determine. Such authorisation shall be effective only if:
- 102.2.1 any requirement as to the quorum at the meeting of the directors at which the Relevant Situation is considered is met without counting the Interested Director(s); and

- 102.2.2 any resolution authorising the Relevant Situation was agreed to without the Interested Director(s) voting or would have been agreed to if the votes of the Interested Director(s) had not been counted.
- 102.3 Any terms determined by the directors under article 102.2 may be imposed at the time of authorisation or may be imposed or varied subsequently and may include (without limitation):
- 102.3.1 whether the Interested Director(s) may vote (or be counted in the quorum at a meeting) in relation to any resolution relating to the Relevant Situation;
- 102.3.2 the exclusion of the Interested Director(s) from all information and discussion by the Company of the Relevant Situation; and
- 102.3.3 (without prejudice to the general obligations of confidentiality) the application to the Interested Director(s) of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the Relevant Situation.
- 102.4 An Interested Director must act in accordance with any terms determined by the directors under article 102.2.
- 102.5 Except as specified in article 102.2, any proposal made to the directors and any authorisation by the directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors in accordance with the provisions of these Articles.
- 102.6 Any authorisation of a Relevant Situation given by the directors under article 102.2 may provide that, where the Interested Director obtains (other than through his position as a director) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.
- 102.7 A director shall not, by reason of his holding office as a director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from any Relevant Situation authorised under article 102.2 and no contract shall be liable to be avoided on the grounds of any director having any type of interest authorised under article 102.2, nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of his duty under section 176 of the Act.

103. PROVISIONS APPLICABLE TO DECLARATIONS OF INTEREST

- 103.1 An Interested Director shall declare the nature and extent of his interest in a Relevant Situation to the other directors.
- 103.2 A director who is in any way (directly or indirectly) interested in any proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors.
- 103.3 A director who is in any way (directly or indirectly) interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors unless the interest has been declared under article 109.2.

- 103.4 The declaration of interest must (in the case of article 103.3) and may, but need not (in the case of article 103.1 or 103.2) be made:
- 103.4.1 at a meeting of the directors; or
 - 103.4.2 by notice to the directors in accordance with section 184 or section 185 of the Act.
- 103.5 If a declaration of interest proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.
- 103.6 Any declaration of interest required by article 103.1 must be made as soon as is reasonably practicable.
- 103.7 Any declaration of interest required by article 103.2 must be made before the Company enters into the transaction or arrangement.
- 103.8 Any declaration of interest required by article 103.3 must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration.
- 103.9 A declaration in relation to an interest of which the director is not aware is not required. For this purpose, a director is treated as being aware of matters of which he ought reasonably to be aware.
- 103.10 A director need not declare an interest:
- 103.10.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 103.10.2 if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware); or
 - 103.10.3 if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a meeting of the directors or by a committee of the directors appointed for the purpose under the articles.

Proceedings of the board

104. BOARD MEETINGS

The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at a meeting shall be determined by a majority of votes. If there is an equality of votes the chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, call a meeting of the Board.

105. NOTICE OF BOARD MEETING

A notice calling a meeting of the Board need not be in writing. A Director may waive his entitlement to notice of any meeting either prospectively or retrospectively and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting.

106. QUORUM

The quorum for the transaction of the business of the Board may be fixed by the Board and, if not, shall be two.

107. DIRECTORS BELOW MINIMUM THROUGH VACANCIES

The continuing Directors or a sole continuing Director may act even though there are vacancies in their body, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these articles, or below the number fixed by or in accordance with these articles as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

108. APPOINTMENT OF CHAIRMAN

The Board may appoint a Director to be the chairman or deputy chairman of the Board. Unless he is unwilling to do so, the chairman or, failing him, the deputy chairman shall act as chairman at every meeting of the Board; but if no chairman or deputy chairman is elected, or if at a meeting neither is present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

109. RESOLUTION IN WRITING

A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board, or by all the members of a committee, shall be as valid and effectual as a resolution passed at a meeting of the Board or of a committee. The resolution may be contained in one document or in several documents, each signed by one or more of the Directors or members of the committee concerned.

110. PARTICIPATION IN MEETINGS BY COMMUNICATION EQUIPMENT

A member of the Board or a committee of the Board may participate in a meeting by means of a conference telephone, or other communication equipment which allows all persons participating in the meeting to hear and be heard by each other. Participation in this manner shall be treated as presence in person. The 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.

111. VALIDITY OF ACTS OF BOARD OR COMMITTEE

Anything done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director is (even if it is afterwards discovered that there was a defect in the appointment of a Director or member of the committee or that any of them was disqualified or had vacated office) as valid as if every such person had been duly appointed and was qualified or had continued to be a Director or member of the committee.

112. EXECUTION OF NEGOTIABLE INSTRUMENTS

All negotiable and transferable instruments and all receipts for sums paid to the Company shall be signed, drawn, accepted, endorsed or otherwise signed as the Board determines by resolution.

113. MINUTES

113.1 The Board shall cause minutes to be made:

113.1.1 of all appointments of officers made by the Board;

113.1.2 of the names of the Directors and other persons present at each meeting of the Board and committees of the Board; and

113.1.3 of all resolutions and proceedings at all meetings of the Company, of the Board and committees.

113.2 Minutes purported to be signed by the chairman of the meeting to which they relate, or of the meeting at which they are read, are sufficient evidence of the facts stated in them.

Secretary

114. APPOINTMENT, REMUNERATION AND REMOVAL

Subject to the Statutes, the Secretary shall be appointed by the Board for such term, at such remuneration and on such conditions as it thinks fit. The Board (but not any committee) may remove the Secretary, but without limiting a claim for breach of a contract of service between him and the Company. If thought fit two or more persons may be appointed as joint secretaries. The Directors may also appoint one or more deputy or assistant Secretaries.

115. ACTS DONE BY A PERSON IN DUAL CAPACITY

Anything required or authorised by the Statutes or these articles to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to an assistant or deputy secretary or, if there is no assistant or deputy secretary capable of acting, by or to an officer authorised generally or specially for that purpose by the Board. If anything has to be done by or to a Director and the Secretary, it must not be done by or to the same person acting both as Director and as the Secretary.

Seals

116. SEALS

116.1 The Board shall provide for the safe custody of every Seal, which shall only be used by the authority of the Board or a committee of the Board. The Board or committee may determine whether an instrument to which a Seal is affixed shall be signed and, if it is to be signed, who shall sign it. Unless otherwise determined:

116.1.1 share certificates and certificates issued under a Seal in respect of debentures or other securities need not be signed (but a signature may be applied to a certificate by mechanical means or may be printed on it); and

116.1.2 every other instrument to which a Seal is affixed shall be signed by a Director in the presence of a witness, by a Director and the Secretary or by two Directors.

- 116.2 Where the Statutes permit, an instrument signed by one Director and the Secretary, or by two Directors, and expressed to be signed by the Company shall have the same effect as if signed under the Seal, provided that no instrument which makes it clear on its face that it is intended to have effect as a deed shall be signed without the authority of the Board or a committee authorised by the Board.

Authentication of documents

117. AUTHENTICATION OF DOCUMENTS

- 117.1 A Director or the Secretary or a person appointed by the Board for the purpose may authenticate a document affecting the constitution of the Company, a resolution passed at a shareholders' meeting or at a meeting of the Board or a committee, or a book, record, document or account relating to the business of the Company, and may certify copies or extracts from them as true copies or extracts. If a book, record, document or account is elsewhere than at the Office the local manager or other officer of the Company having the custody of it shall be deemed a person appointed by the Board for the purpose.
- 117.2 A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, which is certified as set out in this article shall be conclusive evidence in favour of all persons dealing with the Company that the resolution has been passed or the minute or extract is a true and accurate record of proceedings at a duly constituted meeting.
- 117.3 Any books, records, documents or accounts which are held by the Company in electronic form may be authenticated under this article 117 as if they were books, records, documents or accounts in hard copy form.

Dividends and reserves

118. ESTABLISHMENT OF RESERVES

Subject to the Statutes, the Board may:

- 118.1 set aside, and carry to reserve, the sums they think fit for any purpose to which the profits of the Company may be applied;
- 118.2 employ those sums in the Company's business or invest them;
- 118.3 divide the reserve into special funds, or consolidate the special funds into one fund; and
- 118.4 carry forward profits without carrying them to reserve.

119. BUSINESS BOUGHT AS FROM PAST DATE

- 119.1 Subject to the Statutes, if an asset, business or property is bought by the Company as from a past date the profits and losses of the asset, business or property as from that date may, at the discretion of the Board, be carried in whole or in part to revenue account and treated for all purposes as profits or losses of the Company.

119.2 Subject to the Statutes, if shares or securities are purchased cum dividend or interest, the dividend or interest may, at the discretion of the Board, be treated as revenue and without capitalising it or any part of it.

120. DECLARATION OF DIVIDENDS BY COMPANY

Subject to the Statutes the Company may by ordinary resolution declare dividends, up to the amount recommended by the Board.

121. DIVIDENDS PAID ACCORDING TO AMOUNT AND PERIOD SHARES PAID UP

Subject to the rights of persons entitled to shares with preferred or other special rights as to dividends, dividends shall be declared and paid according to the amounts paid up on the shares (otherwise than in advance of calls) on which the dividend is paid. Dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during portions of the period in respect of which the dividend is paid, except that, if a share is issued on terms that it carries particular rights as to dividend, it ranks for dividend accordingly.

122. PAYMENT OF INTERIM DIVIDENDS BY BOARD

The Board may pay interim dividends if they appear to the Board to be justified by the profits or reserves of the Company.

123. DEDUCTIONS FROM OR RETENTIONS OF DIVIDENDS

123.1 The Board may deduct, from a dividend payable to a member, all sums of money presently payable by him to the Company on account of calls or otherwise in relation to the shares held by that member.

123.2 The Board may retain the dividends payable on shares in respect of which, under the provisions contained in these articles as to the transmission of shares, a person is entitled to become a member or entitled to transfer, until he becomes a member in respect of the shares or transfers them.

124. NO INTEREST ON DIVIDENDS

No dividend shall bear interest against the Company unless stipulated by the rights attaching to the share.

125. PAYMENT PROCEDURE

125.1 A dividend or other sum payable on or in respect of a share may be paid:

125.1.1 by cheque or warrant sent by post to the registered address of the member or person entitled to it or, if two or more persons are the holders of the share or are jointly entitled to it, to the registered address of one of them, or to the person and address which the holder or holders, or person or persons entitled, direct in writing. Every cheque or warrant shall be made payable to the order of the person to whom it is sent or to another person whom the holder or joint holders direct in writing. The cheque or warrant shall be sent at the risk of the person entitled to the money represented by it; or

125.1.2 by another method (including direct debit or bank or other fund transfer system) which the Board considers appropriate;

and the payment of the cheque or warrant or the transfer of funds by the bank or other system shall be a good discharge to the Company.

- 125.2 The Company shall have no liability in respect of sums lost or delayed in the course of payment by a method selected by the Board in accordance with this article or where they have acted on the directions of the holder or holders or person or persons entitled.

126. JOINT HOLDERS

If several persons are registered as joint holders of a share, or are entitled jointly to a share by operation of law, one of them may give effectual receipts for dividends and other money payable on or in respect of the share.

127. DIVIDENDS NOT IN CASH

- 127.1 The Company may (on the recommendation of the Board) by ordinary resolution direct payment of a dividend wholly or partly by the distribution of specific assets and, in particular, of paid up shares, debentures or debenture stock of another company or in one or more of those ways.

- 127.2 If a difficulty arises in relation to distribution, the Board may:

127.2.1 issue fractional certificates;

127.2.2 fix the value for distribution of specific assets or part of them;

127.2.3 determine that cash payments are made to Members on the basis of fixed values; and

127.2.4 vest specific assets in trustees.

128. FORFEITURE OF UNCLAIMED DIVIDENDS

- 128.1 All unclaimed dividends may be invested or otherwise made use of, at the Board's discretion, for the benefit of the Company until claimed, subject as provided in these articles.

- 128.2 Any dividend unclaimed after a period of 12 years from the date when it became due for payment shall be forfeited and shall revert to the Company, and the payment by the Board of an unclaimed dividend or other sum payable on or in respect of a share into a separate account does not constitute the Company a trustee in respect of it.

129. WAIVER OF DIVIDEND

The waiver in whole or in part of a dividend on a share by a document (whether or not signed as a deed) shall be effective only if the document is signed by the member (or the person entitled to the share by operation of law) and delivered to the Company and if, or to the extent that, it is accepted as such or acted on by the Company.

130. SCRIP DIVIDENDS

- 130.1 The Board may, if authorised by an ordinary resolution, offer holders of ordinary shares one or more of the following options:

- 130.1.1 instead of taking the net cash amount due to them in respect of all or part (to be determined by the Board) of a dividend declared or payable on all or any ordinary shares held by them, either to invest the cash in subscribing for unissued ordinary shares payable in full or by instalments, or in paying up in full or by instalments unpaid or partly paid ordinary shares held by them;
 - 130.1.2 instead of taking the net cash amount due to them in respect of all or part (to be determined by the Board) of a dividend declared or payable on all or any ordinary shares held by them, to elect to receive new ordinary shares credited as fully paid;
 - 130.1.3 to forego their entitlement to all or part (to be determined by the Board) of a dividend declared or payable on all or any ordinary shares held by them and to take instead fully paid bonus ordinary shares; or
 - 130.1.4 another option in respect of all or part (to be determined by the Board) of a dividend on all or any ordinary shares held by them as the Board determines.
- 130.2 In relation to the options referred to in article 130.1, the following provisions shall apply:
- 130.2.1 an ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period;
 - 130.2.2 the entitlement of each holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that the holder elects to forego. In calculating the entitlement, the Board may adjust the figure obtained by dividing the relevant value by the amount payable on the ordinary shares up or down to ensure that the entitlement of each shareholder to new ordinary shares is represented by a simple numerical ratio. For this purpose "**relevant value**" shall be calculated by reference to the average of the middle market quotations for the Company's ordinary shares on the London Stock Exchange as derived from the Daily Official List, on five consecutive dealing days specified by the Board (the first day being on or after the day on which the ordinary shares are first quoted "ex" the relevant dividend) or in another manner determined by the ordinary resolution;
 - 130.2.3 on or as soon as practicable after announcing that it is to declare or recommend a dividend the Board, if it intends to offer an election in respect of that dividend, shall also announce its intention and, after determining the basis of allotment, if it decides to proceed with the offer, shall notify the holders of ordinary shares in writing of the right of election offered to them and specify the procedure to be followed and place at which, and the latest time by which, elections must be lodged in order for elections to be effective;
 - 130.2.4 the Board shall not proceed with an election unless the Company has sufficient authorised and unissued shares and sufficient reserves or funds that may be capitalised to give effect to it (after the basis of allotment is determined);

130.2.5 the Board may exclude holders of ordinary shares from an offer if the Board believes that making the offer to them would or might involve the contravention of the laws of a territory;

130.2.6 the 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 of which an election has been 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 that purpose the Board may capitalise, out of the amount for the time being standing to the credit of a reserve or fund (including the profit and loss account, share premium account, capital redemption reserve or other undistributable reserve) whether or not it is available for distribution as the Board determines, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to the holders of the elected ordinary shares;

130.2.7 the additional ordinary shares, when allotted, shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue, except that they will not be entitled to participate in the relevant dividend;

130.2.8 the Board may establish or vary a procedure for election mandates, under which a holder of ordinary shares may elect to receive ordinary shares credited as fully paid instead of cash in respect of all future rights offered to that holder under this article, until the election mandate is revoked or deemed to be revoked in accordance with the procedure; and

130.2.9 the Board may undertake and do anything it considers necessary or expedient for the purpose of giving effect to the provisions of this article including (without limitation) making the provisions it thinks fit in relation to a fraction of an ordinary share which may or would arise by the application of this article 130.2 (including provisions where, in whole or in part, fractional entitlements are disregarded and the benefit of them accrues to the Company rather than to the members concerned or under which fractional entitlements are accrued or retained and in each case accumulated on behalf of a shareholder and the accruals or retentions are applied to the allotment by way of bonus to, or cash subscription on behalf of, the shareholder of fully paid ordinary shares).

130.3 Articles 136.1.3, 136.1.4 and 136.1.5 shall apply (with the appropriate changes) to capitalisations of profits or reserves effected under this article.

Record dates

131. POWER TO CHOOSE A RECORD DATE

Despite another provision of these articles, the Company or the Board may fix a date as the record date for a dividend, distribution, allotment or issue provided that it is not later than the date on which the dividend, distribution, allotment or issue is paid or made.

Accounts

132. INSPECTION OF RECORDS

The accounting records shall be kept at the Office or (subject to the provisions of the Statutes) at another place the Board thinks fit and shall be open to inspection by officers of the Company. Except by the authority of the Board, as provided by the Statutes or ordered by a court of competent jurisdiction, no member (in his capacity as such) shall be entitled to inspect the accounting records, books or papers of the Company.

133. PREPARATION AND LAYING OF ACCOUNTS AND REPORTS

In respect of each financial year, the Board shall procure that annual accounts, Directors' and Auditors' reports are prepared and laid before the Company, in accordance with the Statutes.

134. PUBLICATION OF ACCOUNTS AND REPORTS

A copy of the Company's accounts (together with a copy of the Directors' and Auditors' reports on those accounts) which are to be laid before the Company in general meeting shall be sent or supplied to every person to whom the Company is by law required to send them, not less than 21 clear days before the date of the meeting. However, this article shall not require a copy of those accounts to be sent or supplied to a person who, under the provisions of these articles, is not entitled to receive notices from the Company, or of whose address the Company is unaware, or to more than one of the joint holders of shares or debentures.

135. SUMMARY FINANCIAL STATEMENTS

Subject to the provisions of the Statutes, the Company may send a summary financial statement to members instead of or in addition to copies of its full accounts and reports.

Capitalisation of profits and reserves

136. POWER TO CAPITALISE RESERVES AND FUNDS

136.1 The Board may, with the authority of an ordinary resolution:

136.1.1 subject as provided in this article, resolve to capitalise undistributed profits which are not required for paying fixed or preferred dividends (whether or not the profits are available for distribution) or a sum standing to the credit of share premium account or capital redemption reserve or other reserve or fund;

136.1.2 appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions; apply the sum on their behalf either in or towards paying up the amounts, if any, unpaid on shares held by them, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to the sum; and allot the shares or debentures credited as fully paid to those members, or as they direct, in those proportions, or partly in one way and partly in the other. The share premium account, the capital redemption reserve and any profits, reserve or fund which are not available for distribution may, for the purposes of this article, be applied only in paying up unissued shares to be allotted to members credited as fully paid;

136.1.3 in the case of shares or debentures which would become distributable in fractions, provide for the issue of fractional certificates, the rounding down of fractions, the payment of cash or other arrangements as it determines;

136.1.4 authorise some person, on behalf of and so as to bind all the members concerned, to enter into an agreement with the Company providing for the allotment to them, credited as fully paid, of the shares or debentures to which they are entitled on the capitalisation; and

136.1.5 generally do anything required or desirable to give effect to the resolution.

136.2 For the purposes of this article 136, unless the relevant resolution provides otherwise, if the Company holds treasury shares of the relevant class at the record date specified in the relevant resolution, it shall be treated as if it were entitled to receive the dividends in respect of those treasury shares which would have been payable if those treasury shares had been held by a person other than the Company.

Auditors

137. AUDITORS

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

138. VALIDITY OF AUDITORS' ACTS

Subject to the provisions of the Statutes, all acts done by a person or persons acting as Auditors shall, as regards persons dealing in good faith with the Company, be valid, even if there was some defect in their appointment or if, at the time of their appointment, they were not qualified for appointment or subsequently became disqualified.

139. AUDITORS' RIGHT TO ATTEND GENERAL MEETINGS

The Auditors may attend general meetings and speak on a part of the business of the meeting which concerns them as Auditors.

Service of notices and other documents

140. NOTICES TO BE IN WRITING

140.1 Any notice to be given to or by any person pursuant to these articles shall be in writing, except that a notice convening a meeting of the board or of a committee need not be in writing.

141. SERVICE OF NOTICES, DOCUMENTS OR OTHER INFORMATION ON MEMBERS

141.1 Any notice, document or other information may be served on or sent or supplied to any member by the Company:

141.1.1 personally;

- 141.1.2 by sending it through the post in a prepaid envelope addressed to the member at his registered address (or at any other address in the United Kingdom notified for the purpose);
- 141.1.3 by delivering it by hand to or leaving it at that address in an envelope addressed to the member;
- 141.1.4 by sending or supplying it by electronic means to an address notified by the member to the Company for that purpose;
- 141.1.5 by making it available on a website and notifying the member of its availability in accordance with this article 141;
- 141.1.6 by means of a relevant system; or
- 141.1.7 by any other means authorised in writing by the relevant member.
- 141.2 However, article 141.1 shall not affect any provision of the Statutes requiring offers, notices or documents to be served on, sent or supplied to a member in a particular way.
- 141.3 Subject to article 141.4, in the case of joint holders of a share, all notices, documents or other information shall be served on, sent or supplied to the person named first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all joint holders.
- 141.4 If a member (or, in the case of joint holders, the person first named in the register) has a registered address outside the United Kingdom, but has notified the Company of a postal address within the United Kingdom at which notices, documents or other information may be given to him, he shall be entitled to have notices, documents and other information given to him at that address. Otherwise, a member (or joint holders) whose registered address is outside the United Kingdom shall not be entitled to receive any notice, document or other information from the Company.
- 141.5 In the case of joint holders of a share, anything to be agreed or specified in relation to any notice, document or other information to be served on or sent or supplied to them may be agreed or specified by any one of the joint holders and the agreement or specification of the senior shall be accepted to the exclusion of that 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 joint holding.
- 141.6 If, as a result of all or some of the notices, dividend warrants or other documents or information given, sent or supplied by the Company to a member being returned undelivered to the Company or other reasonable evidence, it is apparent that during a period of at least two consecutive years such documents or information have not been received by that member, then the Company shall no longer be obliged to give notices to that member until he notifies the Company of a new registered address or postal address within the United Kingdom for the service of notices and the despatch or supply of documents and other information, or shall have informed the Company of an address for the service of notices and the despatch or supply of documents and other information in electronic form.
- 141.7 Any notice, document or other information to be given, sent or supplied to a member shall be deemed to have been duly given, sent or supplied to any member who under

article 141.4 or 141.6 or any other provision of these articles is not entitled to the same from the Company by exhibiting the same at the office.

141.8 The Company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all members.

142. NOTICE BY ADVERTISEMENT

If there is a suspension or curtailment of postal services within the United Kingdom or some part of the United Kingdom, the Company need only give notice of a general meeting to those members with whom the Company can communicate by electronic means and who have provided the Company with an address for this purpose. The Company shall also advertise the notice in at least one newspaper with a national circulation and make it available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment thereof. If at least six clear days prior to the meeting the sending or supply of notices by post in hard copy form has again become generally possible, the Company shall send or supply confirmatory copies of the notice by post to those members who would otherwise receive the notice in hard copy form.

143. EVIDENCE OF SERVICE

143.1 Any notice, document or other information:

143.1.1 addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post, be deemed to have been received:

143.1.1.1 (if prepaid as first class) 24 hours after it was posted; and

143.1.1.2 (if prepaid as second class) 48 hours after it was posted

and, in proving such service, it shall be sufficient to prove that the envelope containing such notice, document or information was properly addressed, prepaid and put in the post;

143.1.2 not sent by post but addressed to a member and delivered by hand to or left at a registered address or address for service in the United Kingdom shall be deemed to have been received on the day it was so delivered or left;

143.1.3 served, sent or supplied to a member by electronic means shall be deemed to have been received [24 hours after it was sent][on the day on which it was sent] and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed;

143.1.4 served, sent or supplied to a member by publishing such notice, document or other information on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when the recipient received (or is deemed to have received) notification of the fact that the notice, document or other information was available on the website in accordance with the provisions of this article 143;

143.1.5 served, sent or supplied by means of a relevant system shall be deemed to have been received when the Company, or any participant in the relevant

system acting on behalf of the Company, sends the instruction relating to the notice, document or other information;

143.1.6 served, sent or supplied by any other means authorised in writing by the member shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

143.2 A member present 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 proper notice of the meeting and, if required, of the purposes for which it was called.

143.3 Any notice or document exhibited at the office shall be deemed to have been served, sent or supplied on that day when it was first so exhibited.

144. RECORD DATE FOR SERVICE

For the purpose of serving, sending or supplying notices, documents or other information on members, whether in accordance with the Statutes, a provision in these articles or any other document, the Company may determine that only those persons entered on the register at the close of business on a day fixed by the Company are entitled to receive such notices, documents or other information. This day must not be more than 14 days before the day that the notice, document or information is served, sent or supplied. No change in the register after that time shall invalidate that service, sending or supply.

145. NOTICE BINDING ON TRANSFEREES ETC

Every person who, by operation of law, transfer or by any other means, becomes entitled to a share shall be bound by any notice in respect of that share (other than a notice served by the Company under section 793 of the Act) which, before his name is entered in the register, has been duly served on, sent or supplied to a person from whom he derives his title.

146. NOTICE IN CASE OF DEATH, BANKRUPTCY OR MENTAL DISORDER

In the case of the death or bankruptcy of a member or of any other event giving rise to a transmission of entitlement to a share by operation of law, the Company may serve, send or supply a notice, document or other information to the person entitled in consequence of such event as if he was the holder of a share. Such notice, document or other information shall be given by addressing it to him by name or by the title of representative of the deceased or trustee of the bankrupt member (or by any similar designation) at an address supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice, document or other information may be served or sent or supplied in any manner in which this might have been done if the death, bankruptcy or other event had not occurred. Service, sending or supply in accordance with this article 146 shall be deemed to be sufficient notice to all other persons interested in such share.

147. NOTICES TO DIRECTORS

The Company may give any notice, document or other information to a director:

147.1 personally;

147.2 by word of mouth;

- 147.3 by sending it through the post in a prepaid envelope to the postal address given by him to the Company for this purpose;
- 147.4 by delivering it by hand to or leaving it at that address in an envelope addressed to him; or
- 147.5 by electronic means, to an address given by him to the Company for this purpose.

Untraced shareholders

148. POWER OF SALE OF SHARES HELD BY UNTRACED SHAREHOLDERS

- 148.1 The Company may sell at the best price reasonably obtainable shares in the Company on behalf of the holder of, or person entitled by transmission to, the shares by instructing a member of the London Stock Exchange to sell them if:
 - 148.1.1 the shares have been in issue through the qualifying period and at least three cash dividends have become payable on the shares during the qualifying period;
 - 148.1.2 no cash dividend payable on the shares has either been claimed by presentation to the paying bank of the relevant cheque or warrant or been satisfied by the transfer of funds to a bank account designated by the holder of, or person entitled by transmission to, the shares during the relevant period;
 - 148.1.3 so far as the Secretary is aware, the Company has not during the relevant period received a communication from the holder of, or person entitled by transmission to, the shares;
 - 148.1.4 the Company has caused two advertisements to be published, one in a daily newspaper with a national circulation and the other in a newspaper circulating in the area of the last known address of the holder of, or person entitled by transmission to, the shares shown in the Register or in the area of the last known address at which service of notices may be effected in the manner authorised by these articles, giving notice of its intention to sell the shares and a period of three months has elapsed from the date of publication of the advertisements or of the later of the two advertisements to be published if they are published on different dates; and
 - 148.1.5 the Company has given notice to the London Stock Exchange of its intention to make the sale.
- 148.2 For the purpose of this article:
 - 148.2.1 **"the qualifying period"** means the period of 12 years immediately preceding the date of publication of the advertisements referred to in article 148.1.4 or the first of the two advertisements to be published if they are published on different dates; and
 - 148.2.2 **"the relevant period"** means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of articles 148.1.1, 148.1.2, 148.1.4 and 148.1.5 have been satisfied.

- 148.3 If, during the relevant period, further shares are issued in right of those held at the beginning of the relevant period and all the requirements of articles 148.1.2 to 148.1.5 have been satisfied in respect of the further shares, the Company may also sell the further shares.
- 148.4 To give effect to a sale of shares under this article, the Board may authorise a person (so far as consistent with the facilities and requirements of the relevant system) to convert a share in certificated form which is to be sold into a share in uncertificated form, or vice versa, or, in relation to certificated shares, to transfer the shares. An instrument of transfer signed by that person shall be as effective as if it had been signed by the holder of the shares.
- 148.5 The purchaser shall not be bound to see to the application of the purchase consideration and his title to the shares shall not be affected by an irregularity or invalidity in the proceedings relating to the sale.
- 148.6 The net proceeds of sale shall belong to the Company and, on their receipt, the Company shall become indebted to the former holder of the shares for an amount equal to the net proceeds. A trust shall not be created in respect of the debt and interest shall not be payable in respect of it. The Company shall not be required to account for sums earned from the proceeds but shall be entitled to use them for the purposes of the Company or otherwise as it thinks fit.

149. UNCASHED DIVIDENDS

The Company may cease to send a cheque or warrant through the post or may stop the transfer of a sum by a bank or other funds transfer system, as the case may be, for a dividend payable on shares in the Company which is normally paid in that manner on those shares if, in respect of at least two consecutive dividends payable on those shares, the cheques or warrants have been returned undelivered or remain uncashed or the transfer has failed. Subject to the provisions of these articles, the Company shall recommence sending cheques or warrants or transferring funds in respect of dividends payable on those shares, if the holder or person entitled by transmission claims the arrears of dividend, in which case the Company shall resume payment of dividend (and arrears) as notified by the claimant or, in the absence of notification, in the same manner in which payment was effected prior to the suspension of the payment.

Winding up

150. DIRECTORS' POWER TO PETITION

The Board has power, in the name and on behalf of the Company, to present a petition to the court for the Company to be wound up.

151. DISTRIBUTION OF ASSETS IN PROPORTION TO AMOUNTS PAID UP ON CAPITAL

If the Company is wound up then, subject to the rights attached to shares issued on special conditions, the assets of the Company available for distribution among the members shall be divided among the holders of the shares in proportion to the amounts of the capital paid up on them.

152. DISTRIBUTION OF ASSETS OTHERWISE THAN IN CASH

- 152.1 If the Company is wound up the liquidator may (whether the liquidation is voluntary, under supervision, or by the court), with the sanction of a special resolution of the Company and any other sanction required by the Statutes, divide amongst the members in specie or kind the whole or part of the assets of the Company (whether they consist of property of the same kind or not) and may, for that purpose, set the value he deems fair on the property to be divided and may determine how such division shall be carried out as between the members or different classes of members.
- 152.2 The liquidator may, with the same sanction, vest the whole or part of the assets in trustees on such trusts for the benefit of the contributories as the liquidator, with the same sanction, thinks fit, and the liquidation of the Company may be closed and the Company dissolved but so that no member shall be compelled to accept a share or other securities on which there is a liability.

Indemnity

153. INDEMNITY OF OFFICERS

- 153.1 Subject to the provisions of the Statutes, but without prejudice to any indemnity to which he may otherwise be entitled, every Director, alternate director or Secretary for the time being of the Company may be indemnified out of the assets of the Company against all costs, charges, expenses, losses, damages and liabilities which he sustains or incurs in or about the execution of his duties and/or exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.
- 153.2 Subject to the provisions of the Statutes, but without prejudice to any indemnity to which he may otherwise be entitled, every director, alternate director or secretary for the time being of any associated company of the Company (including any associated company which is a trustee of an occupational pension scheme) may be indemnified out of the assets of the Company against all costs, charges, expenses, losses, damages and liabilities incurred by him in or about the execution of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.
- 153.3 For the purposes of this article 153, "**associated company**" shall be interpreted in accordance with section 256 of the Act and "**occupational pension scheme**" has the meaning given in section 235(6) of the Act.
- 153.4 The Board has power to purchase and maintain insurance for or for the benefit of any relevant person, including (without limitation) insurance against a liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against in relation to the affairs of the Company incurred in respect of an act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers and otherwise in relation to their duties, powers or offices in relation to a relevant company, pension fund or employees' share scheme.
- 153.5 For the purposes of this article 153, each of the following is a "**relevant company**":
- 153.5.1 the Company;

153.5.2 any holding company of the Company;

153.5.3 any body, whether incorporated or not, in which the Company or such holding company or any of the predecessors in business of the Company or of such holding company has or has had any interest, whether direct or indirect; and

153.5.4 any body, whether incorporated or not, which is in any way allied to or associated with the Company, or any holding company of the Company or such other body.

153.6 For the purposes of this article 153, each of the following is a "**relevant person**":

153.6.1 any present or former director or other officer (other than the auditors) of any relevant company;

153.6.2 any present or former employee or any relevant company; and

153.6.3 any trustee of any pension fund or other employees' shares scheme in which employees of any relevant company are interested.

154. SCHEME OF ARRANGEMENT

- (a) In this article 154, references to the "Scheme" are to the scheme of arrangement dated 17 September 2020 between the Company and the holders of its SDL Scheme Shares under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition agreed by the Company and RWS Holdings plc approved or imposed by the Court in accordance with its terms. Expressions defined in the Scheme shall have the same meanings in this article 154 (save as expressly defined in these articles).
- (b) Notwithstanding any other provision of these articles, if the Company issues any SDL Shares (other than to RWS or its nominee(s)) at or after the Voting Record Time and at or before the Scheme Record Time, such shares shall be issued subject to the terms of the Scheme (and shall be SDL Scheme Shares for the purposes thereof) and the original or subsequent holders of such shares shall be bound by the Scheme accordingly.
- (c) Subject to the implementation of the Scheme and notwithstanding any other provisions of these Articles, if any SDL Shares are issued or transferred to any person or his nominee (a "**New Member**") (other than under the Scheme to RWS or its nominee(s)) after the Scheme Record Time (the "**Post-Scheme Shares**") they shall be immediately transferred to RWS (or as it may direct in writing) who shall be obliged to acquire all Post-Scheme Shares in consideration for, and conditional on, the allotment and issue or transfer to the New Member of such number of New RWS Shares ("**Consideration Shares**") (and the payment in cash in respect of fractional entitlements, as described in paragraph (f) of this article) that the New Member would have been entitled to under the Scheme for those Post-Scheme Shares had they been SDL Scheme Shares, provided that if, in respect of any New Member who is resident, located or has a registered address in a jurisdiction outside the United Kingdom or the United States or whom RWS reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom or the United States, RWS is advised that the law of a country outside the United Kingdom and the United States: (i)

precludes the allotment, issue and/or delivery to that New Member of Consideration Shares; or (ii) precludes the matters referred to in (i) except after compliance by the Company or RWS (as the case may be) with any governmental or other consent or any registration, filing or other formality with which the Company and/or RWS is unable to comply or compliance with which the Company and/or RWS (as the case may be) regards as unduly onerous, then RWS may, in its sole discretion, either: (A) determine that such Consideration Shares shall not be allotted, issued and delivered to such New Member, but shall instead be allotted, issued and delivered to a person appointed by RWS for such New Member on terms that such person shall, as soon as practicable following the allotment and issue of such Consideration Shares, sell the Consideration Shares so issued; or (B) determine that such Consideration Shares shall not be allotted, issued and delivered to such New Member, but instead a cash amount equal to the value of the Consideration Shares shall be paid to the New Member as soon as practicable, save that any fractional cash entitlements shall be rounded down to the nearest penny and individual entitlements to amounts of less than £5.00 shall be retained for the benefit of RWS. In the event that the Consideration Shares are to be sold pursuant to (A), the Company shall appoint a person to act, and who shall be authorised, as attorney or agent for the New Member pursuant to this article and such person shall be authorised on behalf of such New Member to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer on behalf of the New Member and to give such instructions and to do all other things which he or she may consider necessary or expedient in connection with such sale. The net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with the sale) shall be paid to the persons entitled thereto in due proportion as soon as practicable following such sale, save that any fractional cash entitlements shall be rounded down to the nearest penny and individual entitlements to amounts of less than £5.00 shall be retained for the benefit of RWS.

- (d) The Consideration Shares allotted and issued or transferred to a New Member pursuant to paragraph (c) of this article shall be credited as fully paid and shall rank *pari passu* in all respects with the RWS Shares in issue at that time (other than as regards any dividends or other distributions payable by reference to a record date preceding the date of allotment or transfer).
- (e) On any reorganisation of or material alteration to the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the close of business on the Effective Date, the number of Consideration Shares to be allotted and issued or transferred to a New Member for a Post-Scheme Share pursuant to paragraph (c) of this article may be adjusted by the Directors in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this article to SDL Shares, Consideration Shares and Post-Scheme Shares shall, following such adjustment, be construed accordingly.
- (f) No fraction of a Consideration Share shall be allotted, issued or transferred to any New Member pursuant to this article. Any fraction of a Consideration Share to which a New Member would otherwise have become entitled shall be aggregated with the fractional entitlements of any other New Members whose shares are being transferred under this article on the same date and the maximum number of Consideration Shares resulting therefrom (rounded down to the nearest whole number of Consideration Shares) shall be allotted and issued to a person appointed by RWS to hold such Consideration Shares on behalf of the relevant SDL Scheme Shareholders. RWS shall procure that such Consideration Shares are sold in the market as soon as practicable

after the Combination becomes Effective or, if later, their allotment and issue, and the net proceeds of sale (after deduction of all expenses and commissions incurred in connection with the sale) shall be distributed in due proportions to the persons entitled thereto (rounded down to the nearest penny), save that individual entitlements to amounts of less than £5.00 shall be retained for the benefit of RWS.

- (g) To give effect to any transfer of Post-Scheme Shares required by this article 154, the Company may appoint any person as attorney or agent for the New Member to transfer the Post-Scheme Shares to RWS and/or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of the attorney or agent be necessary or desirable to vest the Post-Scheme Shares in RWS or its nominee(s) and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as RWS may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney fails to act in accordance with the directions of RWS) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed by RWS. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer on behalf of the New Member (or any subsequent holder) in favour of RWS or its nominees and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register RWS or its nominees as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares.
- (h) RWS shall, subject to paragraph (c) of this article, allot and issue or transfer the Consideration Shares to the New Member (and send a cheque with respect to any fractional entitlements in accordance with paragraph (f) of this article and in circumstances where paragraph (c) of this article applies) within 14 days after the transfer of the Post-Scheme Shares to RWS and/or its nominee(s).
- (i) Notwithstanding any other provision of these articles, neither the Company nor the Directors shall register the transfer of any SDL Scheme Shares and/or any Post-Scheme Shares effected between the Scheme Record Time and the Effective Date other than to RWS or its nominees.