

No. 2723534

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

ASTRAZENECA PLC

Incorporated 17 June 1992

Registered Office:

**15 Stanhope Gate
LONDON W1Y 6LN**

**Last amended: Memorandum
 Articles**

**18 February 1999, confirmed 6 April 1999
21 May 1999**



ASTRAZENECA PLC

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GENERAL MEETINGS RELATING TO
MEMORANDUM AND ARTICLES OF
ASSOCIATION**

APRIL 1999



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2723534

The Registrar of Companies for England and Wales hereby certifies that
ZENECA GROUP PLC

having by special resolution changed its name, is now incorporated
under the name of
AstraZeneca PLC

Given at Companies House, Cardiff, the 5th April 1999

A handwritten signature in cursive script, appearing to read 'R. Davies'.

Mrs R Davies

For the Registrar of Companies



C O M P A N I E S H O U S E



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2723534

The Registrar of Companies for England and Wales hereby certifies that

HACKPLIMCO (NO. FIVE) PUBLIC LIMITED COMPANY

having by special resolution changed its name, is now incorporated
under the name of

ZENECA Group PLC

Given at Companies House, London, the 16th February 1993

A handwritten signature in black ink, appearing to read 'C Carr'.

MR. C. CARR

For The Registrar Of Companies



C O M P A N I E S H O U S E



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2723534

The Registrar of Companies for England and Wales hereby certifies that
ICI BIOSCIENCE PLC

having by special resolution changed its name, is now incorporated
under the name of

HACKPLIMCO (NO. FIVE) PUBLIC LIMITED COMPANY

Given at Companies House, London, the 25th September 1992

A handwritten signature in dark ink, appearing to read 'C. Carr'.

MR. C. CARR
For The Registrar Of Companies



C O M P A N I E S H O U S E



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company No. 2723534

The Registrar of Companies for England and Wales hereby certifies that
HACKPLIMCO (NO.FIVE) PUBLIC LIMITED COMPANY
having by special resolution changed its name, is now incorporated
under the name of

ICI Bioscience PLC

Given at Companies House, London, the 13th July 1992

A handwritten signature in black ink, appearing to read 'C. Carr'.

MR. C. CARR

For The Registrar Of Companies



C O M P A N I E S H O U S E



CERTIFICATE OF INCORPORATION OF A PUBLIC LIMITED COMPANY

No. 2723534

I hereby certify that

HACKPLIMCO (NO.FIVE) PUBLIC LIMITED COMPANY

is this day incorporated under the Companies Act 1985
as a public company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 17 JUNE 1992

M. Rose
M. ROSE

an authorised officer

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THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

(As altered by conditional Special Resolution passed on 18 February 1999 which became unconditional on 6 April 1999)

OF

ASTRAZENECA PLC

- 1 The name of the Company is "AstraZeneca PLC*".
- 2 The Company is to be a public company.
- 3 The Company's registered office is to be situate in England and Wales.
- 4 The Company's objects are:-

4.1 To acquire and hold the whole or any part of the share capital of any member of the group of which Imperial Chemical Industries PLC is the holding company (whether directly or through any subsidiary) and generally to carry on business as an investment holding company; for that purpose, to acquire and hold, either in the name of the Company or in that of any nominee, shares, stocks, debentures, debenture stock, bonds, notes, options, investments, obligations and securities (together "Securities" and each a "Security") issued or guaranteed by any company wherever incorporated or carrying on business and Securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or

* The name of the Company was changed to AstraZeneca PLC from ZENECA Group PLC by conditional Special Resolution passed on 18th February 1999 which became unconditional on 6 April 1999.

authority, supreme, dependent, municipal, local or otherwise in any part of the world; and to exercise and enforce all rights and powers conferred by or incident to the ownership of any such Securities including, without prejudice to the generality of the foregoing, all such powers of veto or control as may be conferred or capable of exercise (whether by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof or otherwise); and to provide managerial, financial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested and all or any part of the businesses or operations of any such company upon such terms as may be thought fit.

4.2 To carry on business as manufacturers, factors, merchants, retailers, producers, distributors, importers, exporters, warehousemen, processors and dealers in all kinds of pharmaceutical preparations, prescription and over-the-counter medicines, animal health and nutritional and dietary products, personal care, hygiene and health related products, toiletries, foodstuffs and health drinks and products, extracts, concentrates, provisions, other drinks, consumer products and chemicals of all kinds; and to prepare, manufacture, import, export, produce, buy, sell and deal in all kinds of seeds, intermediates, pigments, oils, fats, plastics, flavours, colours, dyes, dye-stuffs, inks, coatings, adhesives, compounds, lubricants, polymers, resins, glues, gums, salts, acids, alkalis, drugs, medicines, medicaments, herbs, and all pharmaceutical, veterinary, industrial, preservative, chemical, cosmetic and surgical materials and appliances, patent or proprietary articles, cosmetics, perfumes, scents, paints, varnishes, leather finishes, biocides, toilet requisites, scientific, and surgical instruments and other like articles and things, and to provide clinical laboratory, research and other health care services and products of all kinds.

4.3 To establish, provide, maintain, conduct or otherwise subsidise research laboratories or experimental workshops for scientific or technical analysis, experiments, research and development and to undertake scientific technical tests and experiments of all kinds, and generally to promote such scientific and technical studies, investigations, research and development as may be considered likely to assist any of the businesses which the Company is authorised to carry on.

4.4 To carry on business as farmers, foresters, animal and fish breeders, growers, processors, dealers and breeders in plants, seeds and all kinds of

horticultural and agricultural produce, including maize, sorghum, wheat, barley, sugar beet, sunflowers, oilseed rape, peas, fodder beet, alfalfa, millet seeds, soya and vegetable seeds.

4.5 To carry on the business of manufacturers and producers of fertilisers, manures, agrochemicals, including, but not limited to, pesticides, herbicides, insecticides, acaricides, fungicides, plant growth regulants, public health products, weed killers, soil conditioners, dips, sprays, vermifuges, medicines and other remedies for all growing things including crops, grasses, plants and trees and for soils or other purposes or as remedies for humans or animals and whether produced from vegetable, mineral or animal matter or by any chemical or other process, and of machines, equipment and materials for agricultural, horticultural, recreational and educational use.

4.6 To own, prospect for, explore, acquire by lease, licence, purchase or otherwise, open, work, develop and maintain, refine, treat and render saleable and fit for use all kinds of chemical, mineral and mining substances and to carry on and conduct the business of working and getting and supplying to other persons such substances.

4.7 To carry on any other business or activity of any nature whatsoever which may seem to the Directors to be capable of being conveniently or advantageously carried on in connection or conjunction with any business of the Company hereinbefore or hereinafter authorised or to be expedient with a view directly or indirectly to enhancing the value of or to rendering profitable or more profitable any of the Company's assets or utilising its skills, know-how or expertise.

4.8 To subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities or investments of any nature whatsoever, and any options or rights in respect thereof or interests therein, and to buy and sell foreign exchange.

4.9 To draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, promissory notes, and other negotiable or transferable instruments or securities.

4.10 To purchase, or otherwise acquire for any estate or interest any property (real or personal) or assets or any concessions, licences, grants, patents, trade marks, trade names, know-how, copyrights or other exclusive or non-exclusive rights of any kind and to hold, develop and turn to account and deal with the same in such manner as may be thought fit and to make experiments and tests and to carry on all kinds of research work.

4.11 To build, construct, alter, remove, replace, equip, execute, carry out, improve, work, develop, administer, maintain, manage or control buildings, structures or facilities of all kinds, whether for the purposes of the Company or for sale, letting or hire to or in return for any consideration from any company, firm, or body, and to contribute to or assist in or carry out any part of any such operation.

4.12 To amalgamate or enter into partnership or any joint venture or profit/loss-sharing arrangement or other association with any company, firm, person or body.

4.13 To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any company, firm, person or body carrying on any business which the Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.

4.14 To promote, or join in the promotion of any company, whether or not having objects similar to those of the Company.

4.15 To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit; and in particular by mortgage and charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue of debentures, debenture stock or other securities of any description.

4.16 To advance, lend or deposit money or give credit to or with any company, firm, person or body on such terms as may be thought fit and with or without security.

4.17 To guarantee or give indemnities or provide security, whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, or by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, firm or company including (without limiting the generality of the foregoing) any company which is for the time being a holding company of the Company or another subsidiary of any such holding company or is associated with the Company in any respect.

4.18 To issue any securities which the Company has power to issue for any other purpose by way of security or indemnity or in satisfaction of any liability undertaken or agreed to be undertaken by the Company.

4.19 To sell, lease, grant licences, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for shares or other securities, whether fully or partly paid up.

4.20 To procure the registration, recognition or incorporation of the Company in or under the laws of any territory outside England.

4.21 To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any purpose which may be considered likely directly or indirectly to further the interests of the Company or of its members.

4.22 To establish and maintain or contribute to any pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any individuals who are or were at any time in the employment or service of the Company or of any company which is its holding company or is a subsidiary of the Company or any such holding company or otherwise is allied to or associated with the Company or any of the predecessors of the Company or any other such company as aforesaid, or who are or were at any time Directors or officers of the Company or of any such other company, and the wives, widows, families

and dependants of any such individuals; to establish and subsidise or subscribe to any institutions, associations, clubs or funds which may be considered likely to benefit any such persons or to further the interests of the Company or of any such other company; and to make payments for or towards the insurance of any such persons.

4.23 To establish and maintain, and to give financial assistance (so far as for the time being permitted by law) to, any scheme for encouraging or facilitating the holding of shares or debentures in the Company by or for the benefit of its employees or former employees, or those of its subsidiary undertakings or by or for the benefit of such other persons as may for the time being be permitted by law, or any scheme for sharing profits with its employees or those of its subsidiary undertakings and/or associated companies, and (so far as for the time being permitted by law) to give financial assistance to employees of the Company or of any company which is its subsidiary undertaking or otherwise is allied to or associated with the Company with a view to enabling them to acquire shares in the Company.

4.24 To distribute among members of the Company in specie or otherwise, by way of dividend or bonus or by way of reduction of capital, all or any of the property or assets of the Company, or any proceeds of sale or other disposal of any property or assets of the Company, with and subject to any incident authorised and consent required by law.

4.25 To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subsidiary companies or otherwise, and either alone or in conjunction with others.

4.26 To do all such other things as may be considered to be incidental or conducive to any of the above objects.

It is declared that (a) the objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and (b) the word 'company' in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated and whether domiciled in the United Kingdom or elsewhere, and (c) except where the context expressly so requires,

none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this clause, or the objects specified in such other paragraph, or the powers thereby conferred, or the order in which the same occur or the name of the Company but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

- 5 The liability of the Members is limited.
- 6 The share capital of the Company is £100,000* divided into 100,000 Ordinary Shares of £1 each.

* The share capital of the Company was sub-divided from shares of £1 each into shares of 25p each on 20 April 1993. On the same date, the share capital of the Company was increased to £300,000,000 divided into 1,200,000,000 Ordinary Shares of 25p each. By conditional Special Resolution passed on 18 February 1999 which became unconditional on 6 April 1999 and following confirmation of the High Court on 1 April 1999 the entire share capital of the Company was cancelled and extinguished and immediately increased to US\$600,000,000 divided into 2,400,000,000 Ordinary Shares of \$0.25 each. In addition, 50,000 redeemable preference shares of £1 each were created by the Company.

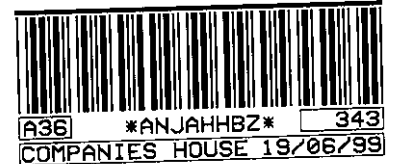
WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSRIBERS | Number of Shares taken by each Subscriber |
|--|---|
| <p>1 Hackwood Directors Limited Barrington House 59-67 Gresham Street London EC2V 7JA</p> <p>R J Ashmore For and on behalf of Hackwood Directors Limited</p> | One |
| <p>2 Hackwood Secretaries Limited Barrington House 59-67 Gresham Street London EC2V 7JA</p> <p>R J Ashmore For and on behalf of Hackwood Secretaries Limited</p> | One |
| TOTAL SHARES TAKEN: | Two |

Dated 8 June 1992

Witness to the above Signatures

B Lewis
Barrington House
59-67 Gresham Street,
London EC2V 7JA.



THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(As adopted by Special Resolution passed on 18 February 1999)

OF

AstraZeneca PLC

INTERPRETATION

1. No regulations contained in any statute or in any statutory instrument made under any statute concerning companies shall apply as regulations or articles of the Company.
2. In these Articles of Association the following words shall have the respective meanings hereby assigned to them:
 - (a) "month" shall mean a calendar month;
 - (b) "Act" shall mean the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
 - (c) "Statutes" shall mean the Act and every other statute from time to time in force concerning companies insofar as the same applies to the Company;
 - (d) "these Articles" shall mean these Articles of Association as originally adopted or as from time to time altered in accordance with the Statutes;
 - (e) "Seal" shall mean the Common Seal of the Company or any official seal which the company is permitted to have under the Statutes;

- (f) "Secretary" shall mean any person appointed to perform the duties of the Secretary of the Company including (subject to the provisions of the Act) a joint, assistant or deputy secretary;
- (g) "United Kingdom" shall mean Great Britain and Northern Ireland;
- (h) "holder" in relation to shares shall mean a member whose name is entered on the Register of Members as the holder of the shares. For all the purposes of these Articles and the Statutes, a Bearer of a Share Warrant shall be deemed to be a member of the Company;
- (i) "designated person" in relation to shares shall mean a recognised clearing house or a nominee of a recognised clearing house or a recognised investment exchange for the purposes of the Financial Services Act 1986;
- (j) "Approved Depositary" means 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 Directors whereby such 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 thereof to or to receive such shares, rights and interests, provided and to the extent that such arrangements have been approved by the Directors for the purpose of these Articles and shall include, where approved by the Directors, the trustees (acting in their capacity as such) of any employees' share scheme established by the Company or any other scheme or arrangements principally for the benefit of employees of the Company or its subsidiary undertakings;
- (k) words denoting the singular only shall also include the plural and vice versa; words denoting the masculine gender shall also include the feminine; references to a "person" shall, unless the context shall, unless the context otherwise requires, include a corporation.

References to writing shall, unless the context otherwise requires, include printing, lithography, photography and other modes of representing or reproducing words in a legible and non-transitory form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory

modification thereof not in force at the date of adoption of these presents as the Articles of Association.

SHARE CAPITAL

3. (a) The authorised share capital of the Company at the date of the adoption of this Article is US\$600,000,000 and £50,000 divided into 2,400,000,000 ordinary shares of \$0.25 each ("Ordinary Shares") and 50,000 redeemable preference shares of £1 each ("Redeemable Preference Shares").

(b) The rights attaching to the Redeemable Preference Shares are as follows:

(i) On a distribution of assets of the Company among its members on a winding up or other return of capital (other than a redemption or purchase by the Company of its own shares), the holders of the Redeemable Preference Shares shall be entitled, in priority to any holder of any ordinary shares, to receive an amount equal to the aggregate of the capital paid up or credited as paid up on each Redeemable Preference Share.

(ii) Save as provided in Article 3(b)(i), the holders of the Redeemable Preference Shares shall not be entitled to any participation in the profits or assets of the Company.

(iii) The holders of Redeemable Preference Shares have no right to receive notice of and do not have the right to attend any general meeting of the Company subject to the following exceptions:

(aa) if it is proposed at the meeting to consider any resolution approving the winding up of the Company, the holders of the Redeemable Preference Shares shall be entitled to attend such a meeting but not to speak or vote.

(bb) if it is proposed at the meeting to consider any resolution which abrogates or adversely varies or otherwise directly adversely affects the special rights and privileges attaching to the Redeemable Preference Shares, the holders of the Redeemable Preference Shares shall have the right to attend such a meeting and to speak and vote only on such resolution or any motion for adjournment of the meeting before such resolution is voted on.

(iv) If entitled to vote at a general meeting of the Company, every holder of Redeemable Preference Shares present in person or by proxy (or, being a corporation, by a duly authorised

representative) shall have one vote for every 50,000 Redeemable Preference Shares held by him.

(v) Notwithstanding the rights of the holders of Redeemable Preference Shares under Article 3(b)(i), the written consent of the holders of three-quarters in nominal value of the issued Redeemable Preference Shares or the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Redeemable Preference Shares is required if the special rights and privileges attaching to the Redeemable Preference Shares are to be abrogated, or adversely varied or otherwise directly adversely affected in any way. The creation, allotment or issue of shares or securities which rank in priority to or equally with the Redeemable Preference Shares (or of any right to call for the allotment or issue of such shares or securities) is for these purposes deemed not to be an abrogation or variation or to have an effect on the rights and privileges attaching to Redeemable Preference Shares.

(vi) All provisions of the Articles relating to general meetings of the Company shall apply *mutatis mutandis* to every general meeting of the holders of the Redeemable Preference Shares.

(vii) Subject to the Act, the Company shall have the right at any time to redeem any such Redeemable Preference Share (provided that it is credited as fully paid) by giving to the registered holder not less than 7 days written notice of its intention to do so (the "Redemption Notice").

(viii) The Redemption Notice must specify the number of Redeemable Preference Shares to be redeemed, the amount payable on redemption and the time ("Redemption Date") and place at which:

(aa) the share certificates in respect of the Redeemable Preference Shares must be delivered to the Company for cancellation; and

(bb) the Company shall pay to the registered holders of the Redeemable Preference Shares to be redeemed the redemption money in respect of such Redeemable Preference Shares

and the holders of the Redeemable Preference Shares to be redeemed shall be bound by the Redemption Notice.

(ix) The amount to be paid on redemption of each Redeemable Preference Share shall equal the amount credited as paid up on it (excluding any share premium) and in the case of a partial redemption proportionately in respect of each holding of Redeemable Preference Shares; and if, in accordance with the Act, the Redeemable Preference Shares shall not on any such date be capable of being redeemed by the Company, such redemption shall be effected as soon as is possible after the Redeemable Preference Shares shall have become capable of being redeemed;

(x) If any holder of a Redeemable Preference Share to be redeemed fails or refuses to surrender the share certificate(s) or indemnity for such Redeemable Preference Share (or fails or refuses to accept the redemption money payable in respect of it), the Company shall retain such money and hold it on trust for such holder without interest but, nevertheless, the Redeemable Preference Shares shall be redeemed and cancelled by the Company and the Company shall have no further obligation whatsoever to the holder of a Redeemable Preference Share;

(xi) No Redeemable Preference Share shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of shares made for the purposes of the redemption or out of capital to the extent permitted by the Act;

(xii) No Redeemable Preference Share redeemed by the Company shall be capable of re-issue and on redemption of any Redeemable Preference Shares the directors may convert the authorised share capital created as a consequence of such redemption into shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the shares of such class then in issue or into unclassified shares of the same.

4. (a) Subject to the provisions of the Statutes and without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be classified and be issued in any currency with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may classify and determine) and the Company may issue any shares which are, or at the option of the Company or the holder are liable to be redeemed on such terms and in such manner as may be provided by these Articles.

(b) Subject to the Statutes and Articles 4(c) to 4(g), the Company with respect to any fully-paid shares may issue to such persons as the Directors may decide (the "Bearer") Share Warrants to bearer ("Share Warrants") under the Seal stating that the Bearer is entitled to the shares therein specified and may provide (by coupons or otherwise) for the payment or making of future dividends or other distributions, and the issue of shares pursuant to Article 130, on or in respect of the shares included in such Share Warrants.

(c) A Share Warrant shall entitle the bearer thereof to the shares specified in it, and the shares represented by it may be transferred by the delivery of the Share Warrant, and the provisions (other than this Article 4(c)) with respect to the transfer and transmission of shares and untraced shareholders shall not apply thereto.

(d) (i) The Directors shall be entitled (but not obliged) to accept a certificate (in such form as the Directors may approve) of a Depositary (as hereinafter defined), or of any bank or agent of the Company, that such bank, agent or Depositary holds a specified Share Warrant on behalf of the person named in the certificate as sufficient evidence of the facts stated in such certificate including the number of shares specified in it, and may treat the deposit of such certificate at the office at which the Company's share register is situated (the "Transfer Office") as equivalent to the deposit, presentation or delivery there of the Share Warrant for the purposes of these presents other than in relation to Article 4(g).

(ii) The expression "Depositary" shall mean a custodian or other person or persons appointed from time to time by the Company to hold Share Warrants.

(e) The Share Warrants shall be subject to the following conditions:

(i) Except as otherwise provided in sub-paragraph (vii) of this Article 4(e), no Share Warrant shall be issued except upon a request in writing by the person for the time being named in the Register of Members as the holder of the shares in respect of which the Share Warrant is to be issued. The Directors shall not be under any obligation to accede to any such request.

(ii) The request shall be in such form, and supported by such evidence as to the identity of the person making the same and of his right or title to the shares, as the Directors shall from time to time require, and shall be lodged at the Transfer Office.

(iii) Before the issue of a Share Warrant the share certificates (if any) then outstanding in respect of the shares to be included in the Share Warrant shall be delivered up to the Company for cancellation.

(iv) Save as otherwise agreed by the Company, any person applying to have a Share Warrant issued shall be responsible for, and shall indemnify the Company against, any stamp duties, stamp duty reserve tax, bearer instrument duty, taxes, charges, fees, interest and penalties payable (if any) in respect of the issue of the Share Warrant and shall pay to the Company at the time of such issue such amount in respect thereof as the Company may reasonably require.

(v) Each Share Warrant shall represent such number of shares and be in such language and form as the Directors shall think fit.

(vi) The Company shall be entitled to recognise an absolute right in the Bearer for the time being of any Share Warrant to such amount of dividend or other moneys payable on or in respect of the shares included in such Share Warrant, as shall have been declared or otherwise be payable, upon the presentation or delivery of such Share Warrant, and payment by or on behalf of the Company to an account or accounts specified by the person presenting such Share Warrant to the Transfer Office against such presentation or delivery shall be a good discharge to the Company accordingly.

(vii) Save as otherwise agreed by the Company, subject to the payment to the Company of all (if any) stamp duties, stamp duty reserve tax, bearer instrument duty, taxes, charges, fees, interest and penalties which may thereby be involved and for which the Company may be required to account:

(aa) if any Share Warrant is worn out, damaged or defaced, a replacement Share Warrant will be issued upon request and upon surrender of the old Share Warrant for cancellation;

(bb) if any Share Warrant is alleged to have been lost, stolen or destroyed, a replacement Share Warrant may, at the discretion of the Directors, be issued to the person claiming to be entitled thereto upon request and upon compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the

Directors may think fit provided that no new Share Warrant may be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed; and

(cc) a Bearer may surrender for cancellation any Share Warrant and request that the Company issue in lieu two or more Share Warrants which together represent the same shares in such proportion as he may specify and Directors may, if they think fit, authorise the cancellation of the original Share Warrant and the issuance of such new Share Warrants.

(viii) A Bearer may at any time deposit the Share Warrant together with a written declaration specifying his name and address at such place as the Directors may from time to time appoint (or, in default of such appointment, at the Transfer Office), and, so long as the Share Warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, of giving notice of intention to submit a resolution to a meeting, of attending and voting, giving a proxy and exercising the other rights and privileges of a member at any meeting held after the expiration of 48 hours from the time of deposit, as if from the time of deposit his name were inserted in the Register as the holder of the shares specified in the deposited Share Warrant. Not more than one person shall be recognised as depositor of any Share Warrant. Every Share Warrant which shall have been so deposited as aforesaid shall remain so deposited until after the close of the meeting at which the depositor desires to attend or to be represented. Save as otherwise expressly provided, no person shall, as bearer of a Share Warrant, be entitled to sign a requisition for calling a general meeting of the Company.

(ix) Subject as otherwise expressly provided in Article 4(b) to 4(g), a Bearer (or the depositor of a Share Warrant in accordance with Article 4(e)(viii)) shall be entitled in all other respects to the same rights, benefits, privileges and advantages, accorded from time to time pursuant to these presents or by the Statutes (subject to these presents) and subject to the same obligations and duties as if he were named in the Register as the holder of the shares specified in the Share Warrant, and he shall be deemed to be a member of the Company for these purposes.

- (f) (i) In the case of an offer of shares, securities or debentures to any class of members, or a proposed issue of shares pursuant to

Article 130, it shall be sufficient, so far as any Bearer is concerned, to advertise the fact of the proposed offer or issue once in a leading London daily newspaper and "Post-och Inrikes Tidningar" and one leading Swedish daily newspaper, and such other newspapers (if any) as the Directors may from time to time determine, and upon the Bearer depositing the Share Warrant (or, if appropriate, the requisite coupon) at the Transfer Office, or some other place or places mentioned in the advertisement, within the time limit prescribed in the offer, he shall have the same right to receive the offer and accept the proportionate number of shares, securities or debentures within the time limit prescribed in the offer, or to participate in the proposed issue of shares pursuant to Article 130 as if he were the registered holder of the shares comprised in the Share Warrant.

(ii) In the case of any notice or document or other communication with members or any class of members, it shall be sufficient, so far as any bearer is concerned, to advertise the notice, document or other communication once in a leading London daily newspaper and "Post-och Inrikes Tidningar" and one leading Swedish daily newspaper, and such other newspapers (if any) as the Directors may from time to time determine, and giving an address or addresses where copies of the notice, document or other communication may be obtained by any Bearer.

(g) If a Bearer shall desire to surrender a Share Warrant and be registered as a member or request that another person be registered as a member in respect of all or any of the shares included in such Share Warrant, he shall lodge at such place as the Directors may from time to time appoint (or, in default of such appointment, at the Transfer Office) for cancellation of such Share Warrant together with a declaration in writing signed by him in such form and authenticated in such manner as the Directors may require, requesting to be registered as a member in respect of all or some of the shares specified in such Share Warrant and stating in such declaration his full name and address. Save as otherwise agreed by the Company, upon the payment to the Company of all (if any) stamp duties, stamp duty reserve tax, bearer instrument duty, taxes, charges, fees, interest and penalties which may thereby be incurred by the Company or for which the Company is required to account, the person giving such declaration shall thereupon be entitled to have his name entered as a member in the Register in respect of the relevant shares specified in the Share Warrant so surrendered and to receive a share certificate therefor. If the Bearer shall desire to be registered as a member in respect of part only of the shares included in such Share Warrant, a

Share Warrant for the balance of the shares shall be issued to such person without charge upon cancellation of the Share Warrant so surrendered.

(h) The Company shall not be bound by or be compelled in any way to recognise any right in respect of the share represented by a Share Warrant other than the Bearer's absolute right to the Share Warrant.

5. (a) Subject to the provisions of the Statutes and these Articles, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms as the Directors may decide.

(b) The Directors have general and unconditional authority to exercise all the powers of the Company to allot relevant securities up to an aggregate nominal amount equal to the section 80 amount, for each prescribed period.

(c) The Directors are empowered for each prescribed period to allot equity securities for cash pursuant to the authority conferred by Article 5(b) as if section 89(1) of the Act did not apply to any such allotment, provided that their power shall be limited to:

(i) the allotment of equity securities in connection with a Rights Issue; and

(ii) the allotment (otherwise than pursuant to Article 5(c)(i) of equity securities up to an aggregate nominal amount equal to the section 89 amount.

(d) Before the expiry of a prescribed period the Company may make an offer or agreement which would or might require equity securities or other relevant securities to be allotted after such expiry. The Directors may allot equity securities or other relevant securities in pursuance of that offer or agreement as if the prescribed period during which that offer or agreement was made had not expired.

(e) In this Article:

"prescribed period" means any period for which the authority conferred by Article 5(b) is given by ordinary resolution stating the section 80 amount and/or the power conferred by Article 5(c) is given by special resolution stating the section 89 amount;

"section 80 amount" means, for any prescribed period, the amount stated in the relevant ordinary resolution;

“section 89 amount” means, for any prescribed period, the amount stated in the relevant special resolution;

“nominal amount” of any securities shall be taken to be, in the case of rights to subscribe for or to convert any securities into shares of the Company, the nominal amount of such shares which may be allotted pursuant to such rights; and

“Rights Issue” means an offer of equity securities open for acceptance for a period fixed by the Directors to (i) holders on the Register on a particular date or at a specified time of Ordinary Shares in proportion to their respective holdings and (ii) holders on the Register on a particular date or at a specified time of other equity securities to the extent expressly required or (if considered appropriate by the Directors) permitted by the rights attached thereto, but subject in both cases to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory.

6. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and, except as otherwise provided by these Articles or by law, the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the holder.

7. The Company may exercise all powers of paying commission and brokerage conferred or permitted by the Act.

VARIATION OF RIGHTS

8. (a) Whenever the capital of the Company is divided into different classes of shares, all or any of the special rights or privileges attached to any class may be varied or abrogated, either with the consent in writing of holders of $\frac{3}{4}$ in nominal value of the issued shares of that class or with the sanction of an Extraordinary Resolution passed at a separate general meeting (convened and conducted in accordance with Article 70) of the holders of the shares of that class (but not otherwise), and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of winding up.

(b) Unless otherwise expressly provided by the terms of issue thereof, the special rights or privileges attached to any class of shares shall not be deemed to be varied or abrogated by, (i) the creation or issue of

further shares ranking *pari passu* therewith or (ii) the purchase by the Company of any of its own shares.

SHARE CERTIFICATES

9. Every share certificate shall be issued under the Seal and shall specify the number and class of shares to which it relates and the amount paid up thereon. No certificate shall be issued representing shares of more than one class.

10. Every person (except a person in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) whose name is entered as a member in the Register of Members shall be entitled without payment within one month (or within such other period as the terms of issue shall provide) after allotment or (in the case of a transfer of fully paid shares) within 14 days after lodgement of transfer to one certificate for all his shares of any one class or (upon payment of such reasonable charge, if any, for every certificate after the first as the Directors shall from time to time determine) several certificates, each for one or more of his shares of any one class. Where a member has transferred part of the shares represented by a certificate in his name, a new certificate in respect of the balance of his holding shall be issued in his name without payment.

Provided that the Company:

- (a) shall not be bound to register more than 4 persons as the joint holders of a share;
 - (b) in the case of a share held jointly by several persons the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of such persons shall be sufficient delivery to all;
 - (c) no certificate shall be issued to a designated person unless such member shall specifically request the Company to issue the same.
11. (a) If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares shall be issued to the holder upon request subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity, without payment (save exceptional out-of-pocket expenses of the Company in connection with the request as the Directors shall from time to time determine).
- (b) Any 2 or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu upon payment of such charge as the Directors shall from time to time determine.

(c) If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu 2 or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request upon payment of such charge as the Directors shall from time to time determine.

(d) In the case of shares held jointly by several persons, any request under this Article may be made by any one of the joint holders.

LIEN ON SHARES

12. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts (whether presently payable or not) called or payable in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all distributions and other amounts payable in respect of it.

13. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within 14 days after a notice in writing has been served on the holder for the time being of the share, or on the person entitled thereto by reason of his death or bankruptcy, demanding payment and stating that if the notice is not complied with the shares may be sold.

14. To give effect to any such sale, the Directors may authorise some person to transfer the shares sold to or in accordance with the directions of the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

15. The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for amounts not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale.

CALLS ON SHARES

16. The Directors may from time to time make calls upon the members in respect of any amounts unpaid on their shares (whether in respect of the nominal value of the shares or by way of premium) and each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so

specified the amount called on his shares. A call may be required to be paid in instalments. A call may before receipt by the Company of any sum due thereunder be revoked in whole or in part or the time fixed for its payment postponed in whole or in part as the Directors may determine. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares on which the call was made.

17. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

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

19. If an amount called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the amount is due shall pay interest on the amount from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 15 per cent per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

20. Any amount which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such amount had become payable by virtue of a call duly made and notified.

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

22. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the amounts uncalled and unpaid upon any shares held by him, and upon all or any of the amounts so advanced (until the same would, but for such advance, become payable) may pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) 15 per cent per annum, as may be agreed upon between the Directors and the member paying such amount in advance. A payment in advance of calls shall not entitle the member to participate in respect of the payment of a dividend declared or paid after the payment but before the call.

FORFEITURE OF SHARES

23. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during

such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued, and any expenses which may have been incurred by the Company by reason of such non-payment.

24. The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

25. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect and the forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited shares and not paid before the forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

26. Any forfeited or surrendered share shall become the property of the Company and subject to the provisions of the Act may be sold or re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and, at any time before a sale, re-allotment or other disposition, the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any other person.

27. A person whose shares have been forfeited or surrendered shall cease to be a member in respect of the forfeited or surrendered shares, and shall surrender to the Company for cancellation the certificate for the relative shares but shall, notwithstanding, remain liable to pay to the Company all moneys (including interest pursuant to these Articles) which, at the date of forfeiture or surrender, were payable by him to the Company in respect of the shares without any deduction or allowance for the value of the share at the time of forfeiture or surrender, but his liability shall cease if and when the Company shall have received payment in full of all such amounts in respect of the shares whether from the consideration received on their disposal or otherwise.

28. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposition thereof and may execute a transfer of the same in favour of the person to whom the share is sold, re-allotted or disposed of and he shall thereupon be registered as the holder of the share, and shall not be

bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by an irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

29. Subject to such of the restrictions of the Articles as may be applicable, all shares in the Company shall be freely transferable. The instrument of transfer of any shares in the Company shall be in the usual or common form or any other form which the Directors may approve and shall be executed by or on behalf of the transferor and (in the case of a share not being a fully paid share) the transferee. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the Register of Members in respect thereof. Without the consent of the Directors, no instrument of transfer shall be in respect of more than one class of share.

30. The Directors may in their absolute discretion and without giving any reason refuse to register the transfer of a share (not being a fully paid share), provided that the refusal does not prevent dealings in shares in the Company from taking place on an open and proper basis, and they may also decline to register the transfer of a share on which the Company has a lien, or any transfer of shares, whether fully paid up or not, made to or by an infant or patient within the meaning of the Mental Health Act 1983 or in favour of more than 4 persons jointly.

31. The Directors may also decline to recognise any instrument of transfer unless the instrument of transfer is duly stamped and (except where the shares are registered in the name of a designated person and no certificate shall have been issued therefor) accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

32. If the Directors refuse to register a transfer they shall within 2 months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

33. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than 30 days in any year.

34. No fee shall be charged for the registration of any instruments of transfer or other document relating to or affecting the title to any share.

35. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may refuse to register shall (except in any case where fraud or any other crime involving

dishonesty in suspected in relation to such transfer) be returned to the person presenting the same.

TRANSMISSION OF SHARES

36. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

37. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or in consequence of an order being made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for the appointment of a receiver, curator bonis, or other person to exercise powers with respect to his property or affairs may, upon such evidence being produced as may from time to time be required by the Directors and, subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the shares by that member before his death or bankruptcy, as the case may be.

38. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing in favour of that person a transfer of the share. All the limitations, restrictions and provisions of the Articles relating to the transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

39. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to all the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company or of the holders of any class of shares in the Company.

UNTRACED SHAREHOLDERS

40. (a) The Company shall be entitled to sell at the best price reasonably obtainable at the time of sale the shares of a member or the shares to

which a person is entitled by virtue of transmission on death or bankruptcy or otherwise by operation of law if and provided that:

(i) during the period of 12 years prior to the date of the publication of the advertisements referred to in paragraph (ii) below (or, if published on different dates, the first thereof) no communication has been received by the Company from the member, or the person entitled by transmission, and no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member, or to the person entitled by transmission to the shares, at his address on the Register or other last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and at least 3 dividends in respect of the shares have become payable and no dividend in respect of those shares has been claimed; and

(ii) the Company shall on expiry of such period of 12 years have inserted advertisements in both a leading London daily newspaper and in a newspaper circulating in the area in which the address referred to in paragraph (i) above is located giving notice of its intention to sell the said shares; and

(iii) during the period of 3 months following the publication of such advertisements, the Company shall have received no communication from such member or person; and

(iv) notice shall have been given to the London Stock Exchange of its intention to make such sale.

(b) To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount which shall be a permanent debt of the Company. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than

shares of the Company or its holding company if any) as the Directors may from time to time think fit.

ALTERATION OF SHARE CAPITAL

41. The company may from time to time by Ordinary Resolution:

- (a) increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Statutes sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association and so that the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others; and
- (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

42. Whenever as a result of a consolidation of shares, any members would become entitled to fractions of a share, the Directors may deal with the fractions as they think fit and in particular may sell the shares representing the fractions to any person (including, subject to the provisions of the Statutes, the Company) and the Directors may authorise some person to transfer the shares to, or in accordance with the directions of, the purchaser and either distribute the net proceeds of sale in due proportion among those members or retain them for the benefit of the Company. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

43. Subject to the provisions of the Statutes, the Company may by Special Resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

PURCHASE OF OWN SHARES

44. Subject to the provisions of the Statutes, the Company may purchase its own shares (including any redeemable shares) provided that where the Company has in issue any class or classes of share convertible into Ordinary Shares, no such purchase shall be permitted without the prior sanction of any

Extraordinary Resolution passed at a separate general meeting of the holders of each such class of convertible shares.

GENERAL MEETINGS

45. The Company shall comply with the requirements of the Statutes regarding the holding of annual general meetings. Subject to such requirements the annual general meeting shall be held at such time and place, whether in the United Kingdom or overseas, as the Directors shall appoint.

46. All general meetings other than annual general meetings shall be called extraordinary general meetings.

47. The Directors may whenever they think fit convene an extraordinary general meeting to be held at such time and place as the Directors shall appoint, and extraordinary general meetings shall also be convened on a requisition as provided by the Act, or, in default, may be convened by such requisitionists as is provided by the Act.

NOTICE OF GENERAL MEETINGS

48. An annual general meeting and an extraordinary general meeting called for the passing of a Special Resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the Company or a resolution appointing a person as a Director shall be called by at least 21 days' notice in writing, and all other extraordinary general meetings shall be called by at least 14 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and the general nature of that business and, if any resolution is to be proposed as a Special Resolution or an Extraordinary Resolution, shall contain a statement to that effect and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall be given in manner hereinafter mentioned to all members (other than those who, under the provisions of these Articles or otherwise, are not entitled to receive such notices from the Company) and to the Auditors.

49. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send an instrument of proxy to, or the non-receipt of either or both by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

50. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, 2 members present in person shall be a quorum.

51. If within 5 minutes (or such longer interval as the chairman of the meeting may think fit to allow) from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within 5 minutes from the time appointed for the meeting, the members present shall be a quorum.

52. The Chairman of the Board of Directors or, in his absence, any Deputy Chairman or, in their absence, any other Director previously nominated by the Directors shall preside as chairman of the meeting, but if none of them is present within 5 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.

53. If no Director is willing to act as chairman, or if no Director is present within 5 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

54. The chairman of any general meeting at which a quorum is present may, with the consent of that meeting (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

55. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairman of the meeting; or
- (b) by at least 2 members present in person or by proxy; or
- (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

- (d) by a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring the right.

Unless a poll be so demanded a declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings at meetings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairman. If such demand is duly withdrawn before the declaration of the result of a show of hands, the meeting shall continue as if the demand had not been made and if withdrawn subsequently shall not be taken to have invalidated such declaration.

56. If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner and, subject to Article 58, at such time and place as the chairman of the meeting directs. The poll shall be deemed to be part of the meeting at which it was demanded and the result of the poll shall be deemed to be the resolution of such meeting. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the 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.

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

58. A poll demanded on the election of the chairman of a meeting or on a question of adjournment shall be taken forthwith.

VOTES OF MEMBERS

59. Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy not being himself a member shall have one vote and on a poll every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every share held by him.

60. 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 of Members.

61. A member in respect of whom an order has been made by any competent court or official (whether in the United Kingdom or elsewhere) 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 any person authorised in such circumstances to do so on his behalf and that person may vote on a poll by proxy. Evidence to the satisfaction of the board of the authority of the person claiming to exercise the right to vote shall be delivered at the office (or at such other place as may be specified in accordance with these Articles for the delivery of the instruments appointing a proxy) not later than the last time at which an instrument of proxy could be so delivered in order to be valid.

62. (a) No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

(b) If any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under Section 212 of the Act and is in default for the Prescribed Period in supplying to the Company the information thereby required, then (unless the Directors otherwise determine) in respect of:

(i) the shares comprising the shareholding account in the Register which comprises or includes the shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the "Default Shares", which expression shall include any further shares which are issued in respect of such shares); and

(ii) any other shares held by the member,

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

(c) Where the Default Shares represent at least 0.25 per cent. of the issued shares of the class in question, the Directors may in their absolute discretion by notice (a "Direction Notice") to such member direct that:

(i) any dividend or part thereof or other money which would otherwise be payable in respect of the Default Shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the member; and/or

(ii) no transfer of any of the shares held by such member shall be registered unless the transfer is an Approved Transfer or:

(aa) the member is not himself in default as regards supplying the information required; and

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

Upon the giving of a Direction Notice its terms shall apply accordingly.

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

(e) (i) Save as herein provided any Direction Notice shall have effect in accordance with its terms for so long as the default in respect of which the Direction Notice was issued continues and shall cease to have effect thereafter upon the Directors so determining (such determination to be made within a period of one week of the default being duly remedied with written notice thereof being given forthwith to the member).

(ii) Any Direction Notice shall cease to have effect in relation to any shares which are transferred by such member by means of an Approved Transfer or in accordance with paragraph (c)(ii) above.

(f) (i) Where any person appearing to be interested in shares has been duly served with a notice under Section 212 of the Act and the shares in which he appears to be interested are held by an Approved Depositary or Depositary, the provisions of this Article shall be treated as applying only to those shares held by the Approved Depositary or Depositary (as the case may be) in which such person appears to be interested and not (insofar as such

person's apparent interest is concerned) to any other shares held by the Approved Depositary or Depositary (as the case may be).

(ii) Where the member on which a notice under Section 212 of the Act is duly served is an Approved Depositary or Depositary acting in its capacity as such, the obligations of the Approved Depositary or Depositary (as the case may be) as a member of the Company shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it as has been recorded by it pursuant to the arrangements entered into by the Company or approved by the Directors pursuant to which it was appointed as an Approved Depositary or Depositary (as the case may be) and for the purposes of Article 62(b) the Default Shares shall be those shares held by it in respect of which it or any other person has not complied with such obligations.

(g) For the purposes of this Article:

(i) a person shall be treated as appearing to be interested in any shares if the member holding such shares has been served with a notice under the said Section 212 and either (a) the member has named such person as being so interested or (b) (after taking into account the response of the member to the said notice and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;

(ii) the "Prescribed Period" is 28 days from the date of service of the notice under the said Section 212 except that if the shares in respect of which the said notice is given represent at least 0.25 per cent. of the issued shares of that class at the time of the giving of the relevant notice under the said Section 212, the prescribed period is 14 days from such date; and

(iii) a transfer of shares is an Approved Transfer if:

(aa) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a take-over offer for a company (as defined in Section 14 of the Company Securities (Insider Dealing) Act 1985); or

(bb) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the member or with any person appearing to be interested in

such shares including any such sale made through the London Stock Exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded. For the purposes of this sub-paragraph, any associate (as defined in Section 435 of the Insolvency Act 1986) shall be included amongst the persons who are connected with the member or any person appearing to be interested in such shares.

(h) The provisions of this Article are in addition and without prejudice to the provisions of the Act.

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

64. On a poll votes may be given either personally or by proxy. A proxy need not be a member of the Company. Shareholders may appoint more than one proxy to attend on the same occasion.

65. An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve and:

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

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

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

66. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at such place within the United Kingdom and overseas as are specified for that purpose in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting, or the time appointed for the taking of a poll at which it is to be used, and in default the instrument of proxy shall not be treated as valid.

67. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll but shall not confer any further right to speak at the meeting except with the permission of the chairman of the meeting.

68. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the place at which instruments appointing the proxies must be deposited in accordance with Article 66 or that no transfer as aforesaid shall have been registered by the Company before the commencement of the meeting or adjourned meeting or the taking of the poll, at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

69. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise on behalf of the corporation which he represents the same powers (other than power to appoint a proxy) as that corporation could exercise if it were an individual member of the Company.

CLASS MEETINGS

70. Any meeting for the purpose of Article 8 shall be convened and conducted in all respects as nearly as possible in the same way as a general meeting of the Company; provided that:

- (i) a Director shall be entitled to notice thereof and to attend and speak thereat;
- (ii) no member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution;
- (iii) no vote shall be given except in respect of a share of that class;
- (iv) the quorum at any such meeting shall (subject to the provision as to an adjourned meeting contained in Article 51) be members holding or representing by proxy one-third of the issued shares of that class.

NUMBER AND APPOINTMENT OF DIRECTORS

71. The number of Directors shall be not less than 5 nor more than 14, but the Company may from time to time by Ordinary Resolution increase the maximum number of Directors beyond 14.

72. The Directors shall have the power to appoint Directors to replace a Director, provided such replacement Director has been nominated by the Company's remuneration and nomination committee, but so that the total number of Directors shall not at any time exceed the number fixed by or pursuant to Article 71. If the Directors appoint such a person they shall, within a reasonable time (unless an annual general meeting is reasonably imminent), call an extraordinary general meeting of the Company to consider the appointment of such Director. Any Director so appointed shall hold office only until this extraordinary general meeting, and shall then be eligible for re-election.

73. No person other than a Director retiring at the meeting shall, unless nominated by the remuneration and nomination committee, be eligible for election to the office of Director at any general meeting unless not less than 7 nor more than 14 days before the date appointed for the meeting there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice was given, of his intention to propose such person for election, together with notice in writing signed by that person of his willingness to be elected.

74. The provisions of the Act with regard to "Age limit for Directors" shall not apply to the Company but the report by the Directors, which the Act requires to be attached to each balance sheet laid annually before the Company in general meeting, shall state in respect of each Director then retiring and offering himself for re-election the age of such Director at the date of such report if he has then attained the age of 70 years.

75. Without prejudice to the powers of the Directors under Article 72, the company may by Ordinary Resolution, subject to Articles 11 and 73, appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

76. *Deleted.*

QUALIFICATION AND REMUNERATION OF DIRECTORS

77. Following the admission of the Ordinary Shares to the Official List of The London Stock Exchange, the qualification of a Director shall be the beneficial ownership of Ordinary Shares of the Company of aggregate nominal amount of US\$125 and he shall obtain his qualification within the later of 2 months after the date of his appointment and 6 months after the date of such admission.

78. The non-executive Directors shall be entitled to remuneration for their services as Directors in such amount as the board of Directors may determine not exceeding in aggregate £500,000 per annum (or such higher amount as may from time to time be determined by the Company by Ordinary Resolution) and such remuneration shall be apportioned amongst them as the Board of Directors may determine. In addition to the foregoing, any non-executive Director resident outside the United Kingdom and not holding full-time salaried employment in the Company may be paid such extra remuneration as the Board of Directors may determine.

79. A Director of the Company may be or become a director or other officer of, or otherwise interested in, any company promoted by the company or in which the company may be interested as shareholder or otherwise, and no such Director shall (unless the Company otherwise directs) be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company, notwithstanding that the Director shall have acted or voted as a Director of the Company in connection with the fixing or allocation of such remuneration or benefit.

80. In addition to any remuneration to which the Directors are entitled under the Articles, they shall be paid all travelling, hotel and other expenses properly incurred by them in attending meetings of the Directors, any committee of the Directors, general meetings of the Company or class meetings or otherwise in connection with the business of the Company.

BORROWING POWERS

81. (a) Subject as hereinafter provided and to the provisions of the Statutes, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part or parts thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

(b) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights, powers of control or rights of influence exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all moneys borrowed by the Group and for the time being owing to persons outside the Group less the aggregate amount of Current Asset Investments (as defined) shall not at any time without the previous sanction of an Ordinary Resolution of the Company exceed (i) before the date of the annual general meeting in 1994 £6,000,000,000 or (ii) thereafter an amount equal to 3 times the Adjusted Capital and Reserves (as defined).

(c) For the purpose of this Article:

(i) "Group" means the company and its subsidiary undertakings for the time being;

(ii) "Relevant Balance Sheet" means at any time the latest audited consolidated balance sheet dealing with the state of affairs of the Company and its subsidiary undertakings;

(iii) "Adjusted Capital and Reserves" shall mean at any material time a sum equal to the amount of the capital and reserves attributable to the parent company (being the aggregate, as shown by the Relevant Balance Sheet, of the amount paid up on the issued or allotted share capital of the Company and the net amount of credit and debit balances (if any) to the reserves (including but not limited to the profit and loss account and any share premium account or capital redemption reserve) of the Company and its subsidiary undertakings included in the consolidation) in the Relevant Balance Sheet but after:

(aa) adding back the amount set aside for deferred taxation;

(bb) making such adjustments as may be appropriate in respect of any variation in the amount of such paid up share capital or share premium account subsequent to the date of the Relevant Balance Sheet and so that for this purpose if any issue or proposed issue of shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any premium) of the subscription moneys payable in respect thereof (not being moneys payable later than 6 months after the date of allotment) shall to the extent so underwritten be deemed to have been paid up on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, on the date when it became unconditional);

(cc) making such adjustments as may be appropriate in respect of any distribution declared, recommended or made by the Company or its subsidiary undertakings (to the extent not attributable directly or indirectly to the Company) out of profits earned up to and including the date of the Relevant Balance Sheet to the extent that such distribution is not provided for in such balance sheet;

- (dd) making such adjustments as may be appropriate in respect of any material variation in the interests of the Company in its Principal Subsidiary Undertakings (including a variation whereby an undertaking becomes or ceases to be a subsidiary undertaking) since the date of the Relevant Balance Sheet;
 - (ee) if the calculation is required for the purposes of or in connection with a transaction under or in connection with which any undertaking is to become or cease to be a subsidiary undertaking of the Company, making all such adjustments as would be appropriate if such transaction had been carried into effect;
 - (ff) excluding minority interests in subsidiary undertakings to the extent not already excluded;
 - (gg) adding back a sum equal to any goodwill arising on acquisitions (whether before or after the date of adoption of these Articles) of companies and businesses remaining within the Group which has been written off against reserves in accordance with United Kingdom generally accepted accounting principles;
- (iv) "moneys borrowed" shall be deemed to include (to the extent that the same would not otherwise fall to be taken into account):
- (aa) the amount of all debentures allotted or issued (whether or not for cash) by any member of the Group which are not for the time being beneficially owned by a company within the Group;
 - (bb) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase or sale of goods in the ordinary course of trading) by any member of the Group or by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group;
 - (cc) the nominal amount of any allotted or issued and paid up share capital (other than equity share capital) of any subsidiary undertaking which is a body corporate of the Company not for the time being beneficially owned by other members of the Group;

(dd) the amount of any other allotted or issued and paid up share capital and of any other debentures or other borrowed moneys (not being shares or debentures which or borrowed moneys the indebtedness in respect of which is for the time being beneficially owned within the Group) the redemption or repayment whereof is guaranteed (or is the subject of an indemnity granted) by any member of the Group or which any member of the Group may be required to purchase;

(ee) the minority proportion of moneys borrowed and owing to a partly owned Principal Subsidiary Undertaking by another member of the Group;

(ff) the aggregate amount owing by any member of the Group under leases or other arrangements which are to be treated as liabilities in accordance with United Kingdom generally accepted accounting principles;

(gg) the principal amount of any book debts of any member of the Group which have been sold or agreed to be sold, to the extent that any member of the Group is for the time being liable to indemnify or reimburse the purchaser in respect of any non-payment in respect of such book debts;

but shall be deemed not to include:

(hh) any amounts borrowed by any member of the Group from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under such contract which is guaranteed or insured by the Export Credits Guarantee Department or other like institution carrying on a similar business;

(ii) the minority proportion of moneys borrowed by a partly owned Principal Subsidiary Undertaking and not owing to another member of the Group;

and so that:

(jj) no amount shall be taken into account more than once in the same calculation but subject thereto (aa) to (ii) above shall be read cumulatively; and

(kk) in determining the amount of any debentures or other moneys borrowed or of any share capital for the

purpose of this paragraph (iv) there shall be taken into account the nominal or principal amount thereof (or, in the case of partly paid debentures or shares, the amount for the time being paid up thereon) together with any fixed or minimum premium payable on final redemption or repayment provided that if moneys are borrowed or shares are issued on terms that they may be repayable or redeemable (or that any member of the Group may be required to purchase them) earlier than their final maturity date (whether by exercise of an option on the part of the issuer or the creditor (or a trustee for the creditor) or the shareholder, by reason of a default or for any other reason) at a premium or discount to their nominal or principal amount, then there shall be taken into account the amount which would, in accordance with United Kingdom generally accepted accounting principles, be regarded as payable on repayment redemption or purchase of such debentures, moneys borrowed or share capital as at the date of the Relevant Balance Sheet;

(v) in relation to a partly owned subsidiary undertaking the "minority proportion" is a proportion equal to the proportion of its issued equity share capital which is not attributable to the Company;

(vi) "Current Asset Investments" means the aggregate of:

(aa) cash in hand of the Group;

(bb) sums standing to the credit of any current or other account of any member of the Group with banks in the United Kingdom or elsewhere to the extent that remittance of the same to the United Kingdom is not prohibited by any law, regulation, treaty or official directive or, where remittance of the same to the United Kingdom is so prohibited, to the extent that the same may be set off against or act as security for any moneys borrowed by such member;

(cc) the amount of such assets as would be included in "Current Assets - Investments" and short term deposits in a consolidated balance sheet of the Group prepared as at the date of the relevant calculation in accordance with the principles used in the preparation of the Relevant Balance Sheet;

less, in the case of a partly owned Principal Subsidiary Undertaking, a proportion thereof equal to the minority proportion.

(vii) "Principal Subsidiary Undertaking" means at any date, a subsidiary undertaking disclosed as such in the latest audited consolidated report and accounts of the company and its subsidiary undertakings or which would be so disclosed if such report and accounts were drawn up to that date.

(d) For the purposes of the foregoing paragraphs borrowed moneys expressed in or calculated by reference to a currency other than sterling shall be notionally converted into sterling at the relevant rate of exchange prevailing in London on the day before that date or, if it would result in a lower figure, at the rate of exchange prevailing in London on the day 6 months before that date and so that for these purposes the rate of exchange shall be taken as the spot rate in London recommended by a London clearing banker, selected by the Directors, as being the most appropriate rate for the purchase by the Company of the currency in question for sterling on the day in question, or, if that is not a business day, on the last business day before the day in question;

(e) The determination of the Auditors as to the amount of the Adjusted Capital and Reserves at any time shall be conclusive and binding on all concerned and for the purposes of their computation the Auditors may at their discretion make such further or other adjustments (if any) as they think fit. Nevertheless the Directors may act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves at any time and if in consequence the limit hereinbefore contained is inadvertently exceeded an amount of borrowed moneys equal to the excess may be disregarded until the expiration of 3 months after the date on which by reason of a determination of the Auditors or otherwise the Directors became aware that such a situation has or may have arisen.

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

POWERS AND DUTIES OF DIRECTORS

82. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the Statutes, these Articles or any Special Resolution of the Company, required to be exercised by

the Company in general meeting. Any exercise of such powers by the Directors shall be in accordance with the provisions of the Statutes, these Articles and such regulations, being not inconsistent with the Statutes or these Articles, as may be prescribed by any Special Resolution of the Company; but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. The general powers given by this Article shall not be limited by any special power given to the Directors by any other Article.

83. Without restricting the generality of the foregoing powers, the Directors may do the following things:

(a) Establish local boards, local managing or consulting committees, or local agencies in the United Kingdom or abroad, and appoint any one or more of their number or any other person or persons to be members thereof, with such powers and authorities, under such regulations, for such period, and at such remuneration as they may deem fit, and may revoke any such appointment.

(b) Appoint any person or persons, whether a Director or Directors of the Company, or not, to hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purposes, and to execute and do all such instruments and things as may be requisite in relation to any such trust.

(c) Appoint, in order to execute any instrument or transact any business, any person or persons to be the attorney or attorneys of the Directors or of the Company with such powers, authorities and discretions as they deem fit, including power to appear before all proper authorities, to make all necessary declarations so as to enable the Company's operations to be validly carried on and to sub-delegate all or any of the powers, authorities or discretions for the time being vested in such person or persons.

84. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors. Whenever in these Articles, reference is made to the seal the reference shall when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

85. Subject to and to the extent permitted by the Act, the Company, or the Directors on behalf of the Company, may cause to be kept in any territory a branch register of members resident in such territory, and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such register.

86. (a) A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Act.

(b) A Director shall not vote in respect of any contract arrangement or proposal in which he has a material interest, and if he shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the meeting, but these prohibitions shall not apply to:

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

(ii) any contract or arrangement by a Director to participate in the underwriting or sub-underwriting of any offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription, purchase or exchange;

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

(iv) any contract or arrangement concerning any other company (not being a company in which the Director owns one per cent or more) in which he is interested directly or indirectly whether an officer, shareholder, creditor or otherwise howsoever. A company shall be deemed to be a company in which a Director owns one per cent or more if and so long as (but only if and so long as) he is (either directly or indirectly) the holder of or beneficially interested in one per cent or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For the purpose of this paragraph, there shall be disregarded any shares held by a Director as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the Director's interest is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director is interested only as a unit holder;

(v) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement, death or disability benefits scheme, share option scheme, share incentive

scheme or profit sharing scheme which relates both to Directors and employees of the Company or of any of its subsidiary undertakings and does not accord to any Director as such any privilege or advantage not generally accorded to the employees to which such scheme or fund relates:

(vi) any arrangement for the benefit of employees of the Company or of any of its subsidiary undertakings under which the Director benefits in a similar manner as the employees;

(vii) any proposal concerning any insurance which the company is empowered to purchase or maintain for or for the benefit of any Directors or for persons who include Directors;

(c) Subject to the provisions of the Statutes, and provided that he had disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:

(i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

(ii) 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 body corporate promoted by the Company or in which the Company is otherwise interested; and

(iii) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

(d) For the purpose of sub-clause (c) of this Article:

(i) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature so specified; and

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

(e) Subject to the provisions of sub-clause (f) of this Article, a Director shall not vote or be counted in the quorum present on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof.

(f) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of 2 or more Directors to offices or employments with or places of profit under the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not otherwise debarred from voting under these Articles) shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

(g) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

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

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors.

88. The Directors on behalf of the Company may pay a gratuity, pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or any of its subsidiaries or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

DISQUALIFICATION OF DIRECTORS

89. The office of Director shall be vacated if the Director:

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (b) becomes prohibited from being a Director by reason of any provision of the Act; or he becomes prohibited by law from being a Director; or
- (c) is, or may be, suffering from mental disorder and either:
 - (i) is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- (d) resigns his office by notice in writing to the Company; or
- (e) shall for more than 6 months have continuously been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated; or
- (f) *Deleted.*
- (g) is removed by an Ordinary Resolution in manner provided by Article 95; or
- (h) does not within the later of 2 months from the date of his appointment and 6 months after the date of the admission of the Ordinary Shares to the Official List of the London Stock Exchange obtain his qualification holding or, after the expiration of such period, ceases at any time to hold his qualification. A person vacating office under this sub-clause shall be incapable of being re-appointed a Director of the Company until he has obtained his qualification.

ROTATION OF DIRECTORS

- 90. At the annual general meeting of the Company in every year, all of the Directors shall retire.
- 91. *Deleted.*
- 92. A retiring Director shall be eligible for re-election.
- 93. The Company at the meeting at which a Director retires in manner aforesaid may, subject to Article 73, fill the vacated office by electing a person

thereto. In default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless:

- (a) at such meeting it is expressly resolved not to fill such vacated office or a resolution for the re-election of such Director shall have been put to the meeting and lost;
- (b) such Director has given notice in writing to the Company that he is unwilling to be re-elected;
- (c) the default is due to the moving of a resolution in contravention of Article 94;
- (d) such Director has attained any retiring age applicable to him as Director.

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

94. A resolution for the election of 2 or more persons as Directors by a single resolution shall not be moved at any General Meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.

REMOVAL OF DIRECTORS

95. The Company may by Ordinary Resolution, of which special notice has been given in accordance with the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director, and may at the same meeting in like manner appoint another person in his place, who shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. The removal of a Director under this Article shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

PROCEEDINGS OF DIRECTORS

96. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings (including holding meetings outside the UK), as they think fit. Questions arising at any meeting shall be decided by a majority of votes of those attending, such majority representing not less than

one third of all Directors. In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote. It shall be necessary to give reasonable notice of a meeting of Directors to all Directors, taking into account the residence of the Directors. Any Director may waive notice of a meeting and any such waiver may be retrospective.

97. The quorum necessary for the transaction of the business of the Directors shall be a majority of the full board of Directors, of whom at least 4 must be non-executive Directors.

98. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the minimum number fixed by the Articles, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.

99. The Directors may elect a Chairman and Deputy Chairman of their meetings and determine the period for which they are to hold office. The Chairman, or failing him any Deputy Chairman (the senior in office taking precedence) shall preside at all meetings but if no such Chairman or Deputy Chairman be elected or if neither the Chairman nor any of the Deputy Chairman be present at the time appointed for holding a meeting and willing to act, the Directors present shall choose one of their number to be chairman of such meeting.

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

101. The Directors may delegate any of their powers to committees consisting of such member or members of their body and such other named persons as they think fit, to be co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee, any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such committee. Any such delegation (which may include authority to sub-delegate all or any of the powers so delegated) may be collateral with or to the exclusion of the powers which are the subject of the delegation (or sub-delegation) and shall be subject to these Articles and to such other terms, conditions and restrictions as the Directors may from time to time impose; and any or all of the

powers so delegated may be altered, waived, withdrawn or revoked by the Directors. The number of members of any committee referred to in this Article who are not Directors shall be less than one-quarter of the total number of members of the committee and less than one-half of the quorum.

102. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

103. A committee may meet and adjourn and regulate its meetings as it thinks proper provided that the quorum at any meeting or adjourned meeting shall include a majority of Directors and no resolution of the committee shall be effective unless a majority of the members of the committee present throughout the meeting are Directors. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.

104. (a) All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that if he afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified to be a Director and was entitled to vote.

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

CHAIRMAN, CHIEF EXECUTIVE OFFICER AND EXECUTIVE DIRECTORS

105. The Directors may from time to time appoint one or more of their body to the office of Chairman, Chief Executive Officer or Executive Director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Any such appointment shall terminate if the appointee ceases to be a Director but without prejudice to any claim for damages for breach of contract of service between the Director and the Company. For the purposes of these Articles, an Executive Director shall mean a Director who is required to devote substantially the whole of his time to the service of the company in a managerial or technical capacity.

106. The Chairman, Chief Executive Officer or an Executive Director shall receive such remuneration (whether by way of salary or commission or bonus or partly in one way and partly by another or other of those modes) as the Directors may determine.

107. The Directors may delegate any of their powers to a Chairman, Chief Executive Officer or an Executive Director; any such delegation (which may include authority to sub-delegate all or any of the powers so delegated) may be collateral with or to the exclusion of the powers which are the subject of the delegation (or sub-delegation) and shall be subject to these Articles and to such other terms, conditions and restrictions as the Directors may from time to time impose; and all or any of the powers so delegated may be altered, waived, withdrawn or revoked by the Directors. Insofar as any such power or discretion is delegated to a Chairman, Chief Executive Officer or an Executive Director, any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such Chairman, Chief Executive Officer or Executive Director.

SECRETARY

108. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

109. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary, shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

THE SEAL

110. The Directors shall provide for the safe custody of any Seal, which shall only be used by the general or special authority of a resolution of the Directors or of a committee of the Directors authorised by the Directors in that behalf. Every instrument to which the Seal shall be affixed shall be autographically signed by a Director and either by the Secretary or by another officer appointed by the Directors for the purpose, save and except that a certificate or other document of title in respect of any securities as defined in the Act created or issued by the Company given under any Seal need not be signed.

INSPECTION OF RECORDS AND DOCUMENTS

111. No member (not being a Director) shall have any right of inspecting any records or documents of the Company except as conferred by the Statutes or authorised by the Directors, and the Directors shall from time to time (subject

to the provisions of the Act) determine at what times and under what conditions or regulations any such right shall be exercised.

ACCOUNTS

112. The Directors shall cause to be kept accounting records sufficient to give a true and fair view of the state of the Company's affairs and to show and explain its transactions, in accordance with the Statutes.

113. The accounting records shall be kept at the registered office or, subject to the provisions of the Statutes, at such other place or places as the Directors may think fit and shall always be open to inspection by the Directors.

114. A copy of every balance sheet and profit and loss account, group accounts (if any) and reports of the Directors and of the Auditors which are to be laid before a general meeting of the Company (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than 21 days before the date of the meeting be sent to every member of, and every holder of debentures of, the company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles. Provided that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any member or holder or debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the registered office. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.

115. The requirements of Article 114 shall be deemed satisfied in relation to any member by sending to that member, where permitted by the Statutes, a summary financial statement prepared in the form and containing the information prescribed by the Statutes.

AUDITORS

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

RESERVES

117. The Directors may from time to time set aside out of the profits of the Company and carry to reserves such sums as they think proper which sums may be applied in such manner as the Directors shall determine and pending such application may either be employed in the business of the Company or be

invested. The Directors may also, without placing the same to reserve, carry forward any profits. In carrying sums to reserve and in applying the same the Directors shall comply with the provisions of the Act.

DIVIDENDS

118. (a) Subject to the rights of persons entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid-up or credited as paid-up on the shares in respect whereof the dividend is paid, but no amount paid-up on a share in advance of calls shall be treated for the purposes of this Article as paid-up on the share.

(b) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

Dividends may be declared and paid in any currency or currencies that the Directors shall determine.

119. The Company in general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, but no larger dividend shall be declared than is recommended by the Directors.

120. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit provided that:-

(a) The Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend.

(b) Where the Directors act in good faith they shall not incur liability to the holders of shares carrying preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

121. No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the statutes.

122. The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

123. Any general meeting declaring a dividend or bonus may, upon the recommendation of the Directors, direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of fully paid shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

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

125. Any dividend or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of members or to such person and to such address as the holder or joint holders may in writing direct; and the Company shall not be responsible for the loss of any such cheque or warrant. Every such cheque or warrant shall be made payable to the person to whom it is sent (and may be crossed "Account payee only" although the Company shall not be obliged to do so) or to the order of such person and the payment of the cheque or warrant by the banker on whom it is drawn shall be a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses or other moneys payable in respect of the shares held by them as joint holders.

126. No dividend or other moneys payable in respect of a share shall bear interest against the Company.

127. Notwithstanding any other provisions of these Articles, the Directors may fix any date or any specified time as the date or time by reference to which the

members on the Register entitled to any dividend, distribution, allotment or issue shall be determined, and such date or time may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made. The Directors may also determine the exchange rate and/or the relevant date for determining the value of the dividend in any currency.

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

129. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

CAPITALISATION OF RESERVES

130. The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (whether or not they are available for distribution) including the profit and loss account, and not required for the time being for payment of any fixed dividend upon the shares of the Company or other shares issued upon special conditions, and accordingly that the sum so applied or capitalised be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that such capitalised fund be applied on behalf of such members either in or towards paying any amounts for the time being unpaid on any shares held by such members respectively or in paying in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid, to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution, provided that a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares, including an issue pursuant to Article 131(b).

131. (a) Whenever such a resolution as aforesaid shall have been passed the Directors shall, if and so far as is necessary, make all applications and appropriations of the Company's reserve accounts resolved to be

capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective interests in such capitalised sum, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

(b) The Directors may with the sanction of an Ordinary Resolution of the Company, offer the holders of shares the right to elect to receive additional shares, credited as fully paid, instead of cash in respect of such dividend or dividends (or parts thereof) as are specified by such resolution. In such case the following provisions shall apply:

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

(ii) save where the Ordinary Resolution of the Company specifies or requires otherwise, the entitlement of each holder to additional shares shall be determined by the Directors so that the Relevant Value thereof shall be as nearly as may be considered convenient equal to (but not in excess of) the cash amount (disregarding any tax credit) of the dividend (or that part of the dividend in respect of which a right of election has been offered) in respect of which such holder has elected to receive additional shares. For this purpose "Relevant Value" shall be calculated by reference to the average of the middle market quotations for the Company's shares on The London Stock Exchange, as derived from the Daily Official List, on the day when the shares are first quoted ~~ex~~ the relevant dividend and the 4 subsequent dealing days, or in such other manner as may be determined by or in accordance with an Ordinary Resolution of the Company. A certificate or report by the Auditors as to the amount of any dividend shall be conclusive evidence of that amount;

(iii) the basis of allotment shall be such that no member may receive a fraction of a share. The Directors may make such provisions as they think fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit thereof accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any holder and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of such holder or fully paid shares and/or provisions whereby cash payments may be made to such holders in respect of their fractional entitlements;

(iv) if the Directors determine to allow such right of election on any occasion they shall, from time to time, notify the holders of shares in writing of their right of election offered to them and shall issue forms of election. The Directors shall also specify (save in respect of any subsisting elections made by holders prior to the date on which the Directors announce that they are to declare or recommend the said dividend which are expressed to be made in respect of all future dividends the subject of such offers unless and until such elections are revoked) the procedure to be followed and the place at which and (if applicable) the latest date and time by which, duly completed forms of election must be lodged in order to be effective. No such election made in respect of a particular dividend in relation to which the Directors have announced their intention to offer elections may be revoked as regards the said dividend unless prior to the latest time specified by the Directors for receipt of elections in respect of the said dividend written notice of revocation is lodged at the place specified by the Directors as aforesaid;

(v) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on shares in respect whereof the said election has been duly made ("the elected shares") and, instead, additional shares (subject to paragraph (iii) above) shall be allotted to the holders of the elected shares on the basis of allotment determined as aforesaid. For such purpose the Directors shall capitalise out of any part of the Company's reserves (specified in Article 130) as available for capitalisation by the Company in general meeting or profit and loss account as the Directors may determine a sum equal to the aggregate nominal amount of the additional shares to be allotted on such basis and shall apply the same in paying up in full the appropriate number of unissued shares for allotment and

distribution to and amongst the holders of the elected shares on such basis;

(vi) the Directors may exclude from any offer any holders of shares where the Directors believe that the making of the offer to them would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them;

(vii) in relation to any particular proposed dividend the Directors may in their absolute discretion withdraw, amend or terminate the offer previously made to holders to elect to receive additional shares in lieu of the cash dividend (or that part of the dividend in respect of which a right of election has been offered) at any time prior to the allotment of the additional shares. The Directors shall not proceed with any offer unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment if determined.

NOTICES

132. Any notice or document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid cover addressed to such member at his registered address, whether within the United Kingdom or overseas. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the time when the cover containing the same is posted and proof that such cover was properly addressed, stamped and posted shall be conclusive evidence that the notice was given. All shareholders' notices shall be published in Swedish in "Post-och Inrikes Tidningar" and one leading Swedish daily newspaper. All notices shall, subject to Article 137, be posted to overseas shareholders in a way designed to permit receipt within the deemed notice period or by airmail.

133. If, on 3 consecutive occasions, notices or other documents or communications (including any dividend payment and any balance sheet and profit and loss account) have been sent through the post to any holder of shares at the registered address or his address for the service of notices but have been returned undelivered, such holder shall not thereafter be entitled to receive notices or other such documents or communications from the Company until he shall have communicated with the Company and supplied in writing to the Company a new address for the service of notices.

134. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder (with a registered address or other address

for service) first named in the Register of Members in respect of the share and notice so given shall be sufficient to all joint holders.

135. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member or in consequence of an order being made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs by pre-paying and posting it, properly addressed to them by name, or by the title of representative so the deceased, trustee of the bankrupt, receiver of the patient, or by any like description, at the address if any, within the United Kingdom or overseas, supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred or the order had not been made.

136. Subject to Article 137, notice of every general meeting shall be given in any manner hereinbefore authorised to:

- (a) every member, whether resident in the UK or overseas;
- (b) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy would be entitled to receive notice of the meeting; and
- (c) the Auditors for the time being of the Company.

No other person shall be entitled to receive notice of general meetings.

137. It at any time by reason of the suspension or curtailment of postal services within the United Kingdom or Sweden, the Company is unable to convene a general meeting by notices sent through the post, notice of a general meeting shall nonetheless be deemed to have been duly given to all the members and other persons entitled thereto if published in at least 2 leading national daily newspapers with appropriate circulation in the United Kingdom or "Post-och Inrikes Tidningar" and one leading Swedish daily newspaper (as appropriate) and such notice shall be deemed to have been duly served on all members and other persons entitled thereto at noon on the day when the first such advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least 7 days prior to the meeting the posting of notices to addresses throughout the United Kingdom or Sweden (as appropriate) again becomes practicable.

138. (a) Any notice required to be given by the Company to members (including the holders of Share Warrants) and not expressly provided for by these Articles shall be sufficiently given if given by advertisement.

Any notice required to be or which may be given by advertisement shall be advertised once in one national leading daily newspaper in London and in "Post-och Inrikes Tidningar" and one leading Swedish daily newspaper and such notice shall be deemed to have been given at noon on the day on which such advertisement appears. The holder of a Share Warrant shall be entitled in respect thereof to notice of a general meeting only by advertisement as herein provided unless a certificate or Share Warrant has been deposited in compliance with Articles 4d(i) or 4(e)(viii).

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

(b) Any member present, either personally or by proxy, at any meeting of the Company or class of members of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

(c) Every person who by operation of law, transfer or any other means whatsoever, shall become entitled to any shares shall be bound by every notice (other than a notice served under Article 62(b)) in respect of such shares which previously to his name and address being entered in the Register of Members shall be duly given to the person from whom he derives his title to such shares.

DESTRUCTION OF DOCUMENTS

139. The Company may destroy:

(a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;

(b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of 2 years from the date of such mandate, variation, cancellation or notification was recorded by the Company;

(c) any instrument of transfer of shares which has been registered at any time after the expiry of 6 years from the date of registration; and

(d) any other document on the basis of which any entry in the Register is made at any time after the expiry of 6 years from the date an entry in the Register was first made in respect of it;

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid

and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided that:

- (i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that this preservation of such document was relevant to a claim;
- (ii) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled; and
- (iii) references in this Article to the destruction of any document include references to its disposal in any manner.

WINDING-UP

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

INDEMNITY

141. Subject to the provisions of and so far as may be consistent with the Act, every Director, Secretary or other officer of the Company shall be entitled to be indemnified by the Company out of its own funds against and/or exempted by the Company from all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.

142. The Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, or employees of the Company or of any other company in which the Company has any interest whether direct or indirect, or who are or were at any time

trustees of any pension fund or employees' share scheme or any other scheme or arrangements principally for the benefit of employees in which employees of the Company or of any such other company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company or pension fund, employees' share scheme or any other such scheme or arrangements.

ANNUAL REPORT

143. The Annual Report shall be available to all shareholders in English and in a Swedish translation.

**SUMMARY OF RESOLUTIONS PASSED AT GENERAL MEETINGS
RELATING TO MEMORANDUM AND ARTICLES OF ASSOCIATION
OF ASTRAZENECA PLC**

| Date | Resolution Type | Content |
|-------------|------------------------|--|
| 10.06.92 | Special | Name changed to ICI Bioscience PLC |
| 24.09.92 | Special | Name changed to Hackplimco (No. Five) Public Limited Company |
| 15.02.93 | Special | Name changed to ZENECA Group PLC |
| 20.04.93 | Ordinary | Issued and Unissued share capital subdivided from Ordinary Shares of £1 to 25 pence |
| 20.04.93 | Ordinary | Increase in authorised capital to £300,000,000 |
| 20.04 | Special | Memorandum of Association altered; New Articles of Association adopted |
| 06.05.94 | Special | Renewal of Directors' power to allot shares etc. and to amend (a) Section 80 amount to £63,629,075 (b) Section 89 amount to £11,818,546 |
| 12.05.95 | Special | Renewal of Directors' power to allot shares etc. and to amend (a) Section 80 amount to £63,489,394 (b) Section 89 amount to £11,825,530 |

| Date | Resolution Type | Content |
|-------------|---|---|
| 10.05.96 | Special | <p>Renewal of Directors' power to allot shares and to amend</p> <p>(a) Section 80 amount to £63,331,608</p> <p>(b)Section 89 amount to £11,833,419</p> |
| 23.05.97 | Special | <p>Renewal of Directors' power to allot shares and to amend</p> <p>(a) Section 80 amount to £63,234,078</p> <p>(b) Section 89 amount to £11,838,296</p> |
| 22.05.98 | Special | <p>Renewal of Directors' power to allot shares and to amend</p> <p>(a) Section 80 amount to £62,720,832</p> <p>(b) Section 89 amount to £11,863,958</p> |
| 18.02.99 | Conditional Special (confirmed 6 April 1999) | <p>Name changed to AstraZeneca PLC</p> <p>Share capital cancelled and immediately increased to US\$600,000,000 divided into 2,400,000,000 shares of US\$0.25 each.</p> <p>50,000 £1 redeemable preference shares created.</p> <p>Memorandum of Association altered; new Articles of Association adopted</p> <p>Renewal of Directors' power to allot shares and to amend</p> |

(a) Section 80 amount to
US\$592,976,839

(b) Section 89 amount to
US\$22,236,631