

Registered No : 2798607

**MEMORANDUM AND
ARTICLES OF ASSOCIATION**

Of

NHP Plc

(Amended by special resolution passed on 14 August 1998)





CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

Company No. 2798607

The Registrar of Companies for England and Wales hereby certifies that

NURSING HOME PROPERTIES PUBLIC LIMITED COMPANY

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

NHP Plc

Given at Companies House, London, the 14th August 1998

S. Bashar.

MISS S. BASHAR

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. 2798607

I hereby certify that

**NURSING HOME PROPERTIES 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 11 MARCH 1993

M. Rose
M. ROSE

an authorised officer

TABLE OF CONTENTS

	Page No.
CERTIFICATE OF INCORPORATION	
MEMORANDUM OF ASSOCIATION	2
ARTICLES OF ASSOCIATION	9
Table A.....	9
Interpretation.....	9
Business.....	11
Office.....	11
Non-voting	12
Ordinary	16
Variation.....	16
Increase in capital.....	17
Alterations	18
Shares.....	19
Share certificates.....	21
Calls on shares	22
Lien on shares	23
Forfeiture.....	24
Transfer of shares	26
Transmission	29
Conversion of shares into stock.....	29
General meetings	30
Notice of general meetings	30

Proceedings at general meetings.....	32
Votes of members.....	34
Disenfranchisement	37
Corporations acting by representatives.....	39
Directors	39
Managing and executive directors	41
Appointment and retirement of directors	42
Proceedings of directors	46
Borrowing powers.....	49
General powers of Directors	53
Secretary	55
The Seal	56
Authentication of documents	56
Reserves	56
Dividends	56
Capitalisation of profits and reserves	60
Minutes and books.....	60
Accounts.....	61
Auditors	62
Notices.....	62
Untraced shareholders	64
Winding up.....	65
Indemnity.....	67

The Companies Act 1985

A PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

Of

NHP Plc

(amended by special resolution on 14 August 1998)

1. The Company's name is "NHP Plc".¹
2. The Company is to be a public company.
3. The Company's registered office is to be situated in England and Wales.
4. The Company's objects are:-
 - 4.1 To carry on the businesses of investors in property (in particular, but without prejudice to the generality of the foregoing, property intended for use as nursing homes) and estates, mortgages and insurance brokers, lessees and lessors, business transfer agents, auctioneers, valuers, surveyors, estate agents, bailiffs, bailees, managing agents, estate developers and development agents; to purchase, take on lease, or in exchange or otherwise acquire any lands and buildings in Great Britain or elsewhere, and any estate or interest in any rights connected with any such lands or buildings, to develop and turn to account any land acquired by or in which the Company is interested and in particular (but without prejudice to the generality of the foregoing) by leasing the same back to the vendor of such land.
 - 4.2 To acquire by purchase, lease, concession, grant, licence or otherwise such lands, buildings, leases, underleases, rights, privileges, stocks, shares and debentures in public or private companies, corporate or unincorporate, policies of insurance and other such property as the Company may deem fit, and may acquire the same for the purposes of investment and with a view to receiving the income therefrom and to carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

¹ The Company's name on incorporation was Nursing Home Properties Public Limited Company and by a special resolution passed on 14 August 1998 it changed its name to NHP Plc.

- 4.3 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or as being ancillary to any of the businesses or activities of the Company.
- 4.4 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- 4.5 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- 4.6 To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 4.7 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 4.8 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined by the board of directors and to hold or otherwise deal with any investments made.
- 4.9 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms.
- 4.10 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking,

property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):-

- 4.10.1 any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and
- 4.10.2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and
- 4.10.3 the repayment or payment of the principal amounts of, and premiums interest and dividends on, any borrowings and securities.
- 4.11 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 4.12 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 4.13 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting and modification of the Company's constitution, or for any other purpose which may seem to the board of directors to be calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem to such board to be calculated directly or indirectly to prejudice the Company's interests.
- 4.14 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors to be conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

- 4.15 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- 4.16 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the board of directors to be desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 4.17 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear to the board of directors to be likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 4.18 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of directors may think fit, and in particular (but without limitation) for shares, debentures, or securities of any company purchasing the same.
- 4.19 To act as agent or broker and as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts.
- 4.20 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise.
- 4.21 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- 4.22 To provide, and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory) with a view to providing:

- 4.22.1 pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes; and
- 4.22.2 employees' share schemes (within the meaning of section 743 of the Companies Act 1985) including, but not limited to, profit sharing, share option and share purchase schemes

to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or of any predecessor in business of any such company or the dependants or relatives of any such persons; and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements.

- 4.23 To support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid.
- 4.24 To purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Act, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability.
- 4.25 To distribute among the members of the Company in kind any property of the Company of whatever nature.
- 4.26 To procure the Company to be registered or recognised in any part of the world.

- 4.27 To do all or any of the things or matters aforesaid in any part of the world and either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 4.28 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND So that:-

- (a) none of the objects set out in any of the preceding sub-clauses of this Clause 4 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such object shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause 4, or by reference to or inference from the name of the Company;
 - (b) none of the preceding sub-clauses of this Clause 4 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause 4 as though each such sub-clause contained the objects of a separate company;
 - (c) the word "company" in this Clause 4, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere;
 - (d) in this Clause 4 the expressions "holding company" and "subsidiary" shall have the meanings given to them respectively by section 736 of the Act and the expression "subsidiaries" shall include a subsidiary undertaking as defined by section 258 of the Act; and
 - (e) in this Clause 4 the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause 4 to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision at the time this Clause 4 takes effect.
5. The liability of the members is limited.
6. The Company's share capital is £1,850,000 divided into 170 million shares of 1p each and 5 million non-voting deferred ordinary shares of 1p each.²

² The Company's share capital on incorporation was £100,000 divided into 100,000 ordinary shares of £1 each. By ordinary resolutions passed on 3 October 1994, each of the ordinary shares of £1 were sub divided into 100 ordinary shares of 1p each and the authorised share capital was increased to £1,050,000 by the creation of 90,000,000 new ordinary shares of 1p each and 5,000,000 non voting deferred ordinary shares of 1p each. By an ordinary resolution passed on 14 August 1998 the authorised share capital was increased to £1,750,000 by the creation of 70,000,000 ordinary shares of 1p each. By an ordinary resolution passed on 18 January 2000 the authorised share capital was increased to £1,850,000 by the creation of 10,000,000 ordinary shares of 1p each.

We, the several persons whose names, addresses, and descriptions 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 Subscribers

Number of shares
taken by each Subscriber

MAUREEN POOLEY
12 Lodge Lane
Old Catton
Norwich
Norfolk
R6 7HG

One

CORPORATE CONTROLLER

ANTHONY JUSTIN GERARD MCGURK
32 College Road
Norwich
Norfolk
NR2 3JJ

One

SOLICITOR

Dated: 25 February 1993

Witness to the above signatures:-

CHRISTINE LITCHFIELD
10 Garden Road
Sheringham
Norfolk
NR26 8HT

SECRETARY

The Companies Act 1985

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

NHP Plc

(amended by special resolution passed on 14 August 1998)³

Table A

1. The regulations contained in Table A to any Companies Act or Companies (Consolidation) Act prior to the Companies Act 1985 and the regulations contained in Table A of The Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

Interpretation

2. In these Articles, unless the subject or context otherwise requires:-

- 2.1 the following words have the following meaning:

“the Act” the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force

“these Articles” these Articles of Association, whether as originally adopted or as from time to time altered by special resolution

“the Auditors” the auditors for the time being of the Company

“the Company” this Company

“ the Directors” the directors for the time being of the Company or any of them duly acting as the Board of directors of the Company

³ Articles of Association amended by special resolutions passed on 2 February 1995, 19 December 1997 and 14 August 1998.

“listed” admitted to the Official List of the London Stock Exchange

“the London Stock Exchange” the London Stock Exchange Limited

“member” a member of the Company

“month” calendar month

“the Office” the registered office for the time being of the Company

“the Register” the register of members of the Company

“the Seal” the common seal (if any) of the Company

“the Statutes” the Act and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company

“the Transfer Office” the place where the Register is situated for the time being

“the United Kingdom” Great Britain and Northern Ireland

“in writing” written, printed, type-written or lithographed, or visibly expressed in all or any of these or any other methods of representing or reproducing words in a visible form

“year” calendar year;

- 2.2 “clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 2.3 “debenture” and “debenture-holder” respectively include “debenture stock” and “debenture stockholder”;
- 2.4 “duly certified copy” when used in relation to a power of attorney shall mean a copy of such power which complies with the provisions of section 3 of the Powers of Attorney Act 1971 or such other certification method or procedure as the Directors shall accept;
- 2.5 “dividend” includes bonus;
- 2.6 “executed” includes any mode of execution recognised by law in respect of the document in question;
- 2.7 “paid up” includes credited as paid up;

- 2.8 “secretary” includes (subject to the Statutes) any assistant or deputy secretary of the Company appointed pursuant to Article 136 and any person duly appointed by the Directors to perform any of the duties of the secretary of the Company and, where two or more persons are duly appointed to act as joint secretaries, or as joint assistant or deputy secretaries, of the Company, includes any one of those persons;
- 2.9 “transfer” includes any procedure authorised by the Statutes for transferring title to securities without a written instrument;
- 2.10 all of the provisions of these Articles which are applicable to paid up shares shall apply to stock, and the words “share” and “shareholder” shall be construed accordingly;
- 2.11 words importing the singular number only shall include the plural number, and vice versa;
- 2.12 words importing the masculine gender only shall include the feminine gender;
- 2.13 words importing persons shall include corporations; and
- 2.14 references to particular provisions of any of the Statutes or any other Act shall be construed as references to those provisions and every statutory modification or re-enactment thereof for the time being in force.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

The marginal notes (if any) and headings are inserted for convenience only and shall not form part of, or affect the construction of, these Articles.

Business

3. Any branch or kind of business which by the Memorandum of Association of the Company, or these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit and, further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

Office

4. The Office shall be at such a place in England or Wales as the Directors shall from time to time appoint.

Share Capital

5. The capital of the Company at the time of the adoption of these Articles is £1,050,000 divided into 100 million (100,000,000) ordinary shares of 1p each (hereinafter in these Articles referred to as "ordinary shares") and 5 million (5,000,000) non-voting deferred ordinary shares of 1p each (hereinafter in these Articles referred to as "non-voting deferred ordinary shares").⁴

Non-voting deferred ordinary shares

6. The rights attaching to and the provisions governing the non-voting deferred ordinary shares are as set out in the remainder of this Article 6:⁵

6.1 **As regards income** – The non-voting deferred ordinary shares confer no right to share in the income of the Company;

6.2 **As regards capital** – Subject to the prior rights of the holders of ordinary shares set out in Article 7 on a winding up or a return of capital or otherwise the assets of the Company available for distribution to members shall be applied in or towards repaying to the holders of the non-voting deferred ordinary shares the amounts respectively paid up or credited as paid up thereon but the non-voting deferred ordinary shares shall confer no other or further right to share in the capital of the Company;

6.3 **As regards voting** – The non-voting deferred ordinary shares shall confer on the holders thereof no right to receive notice of or to attend or speak or vote at general meetings of the Company;

6.4 **As regards conversion:**

6.4.1 In this Article the following expressions have the following meanings:

"Cash Offer Price" – the cash price offered for each ordinary share pursuant to an Offer for ordinary shares determined as follows:-

⁴ By a special resolution passed on 14 August 1998, the Company's Articles of Association were amended by replacing the words "deferred ordinary shares" where they appeared in the Articles of Association with the words "non-voting deferred ordinary shares". By an ordinary resolution passed on 14 August 1998 the authorised share capital was increased to £1,750,000 by the creation of 70,000,000 ordinary shares of 1p each.

⁵ By a special resolution passed on 19 December 1997, Article 6 of the Company's Articles of Association was amended as follows:

- (i) replacing the words "Net Asset Value Per Share" with the words "Consolidated Net Asset Value Per Share";
- (ii) replacing the words "net asset value of the Company" with the words "consolidated net asset value of the Company and its subsidiary undertakings and quasi-subsidiaries"; and
- (iii) replacing the words "audited balance sheet of the Company" with the words "audited consolidated balance sheet of the Company and its subsidiaries and quasi-subsidiaries"

where they appeared in that Article.

- (i) where the consideration for the Offer for ordinary shares comprises cash only or a cash alternative, the amount per share of the cash offer or cash alternative.
- (ii) where the consideration for the Offer for ordinary shares comprises securities listed on the London Stock Exchange with no cash alternative, the average middle market quotation for the securities as derived from the Daily Official List for the 10 business days before announcement of such Offer; and
- (iii) in any other case, provided that the consideration for the Offer for ordinary shares wholly or partly comprises securities traded on an exchange which is listed in Part 1 of Schedule 1 or in Schedule 2 to the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1992 (SI 1992 No.274), the value attributed to an ordinary share by such securities as determined by the merchant bank or other independent advisor advising the Company on the Offer for ordinary shares on the application of the Directors, whose decision shall be final and binding on the Company and all members.

“Contingency” – (i) the admission of any of the ordinary shares to the Official List of the London Stock Exchange or to any replacement Securities Market operating in substitution therefor and such admission becoming effective or (ii) an Offer for ordinary shares being or becoming unconditional, whichever of (i) or (ii) shall occur first, in each case before the fifth anniversary of the closing of the subscription list for the Placing and Public Offer.

“Consolidated Net Asset Value Per Share” – the sum certified by the Auditors, acting as experts and not arbitrators, upon application by the Directors, to result from dividing the consolidated net asset value of the Company and its subsidiary undertakings and quasi-subsidiaries disclosed by the audited consolidated balance sheet of the Company and its subsidiaries and quasi-subsidiaries for the financial year ending 30 September 1998, incorporating a professional revaluation by Grimley J.R. Eve (or such other suitable valuer as the Board of Directors may unanimously resolve to appoint) of the Company’s fixed assets as at 30 September 1998 such revaluation to be made in accordance with the Statement of Asset Valuation Practice and Guidance Notes prepared by the Royal Institution of Chartered Surveyors as published at the date of adoption of these Articles, by the number of ordinary shares in issue at 30 September 1998. For the purpose of calculation the Consolidated Net Asset Value Per Share, any tax liability which arises or may arise in consequence of the revaluation shall be disregarded.

“Offer for ordinary shares” – an offer for ordinary shares (within the meaning of the City Code on Take-overs and Mergers as in effect from time to time or any code or regulations operating in substitution therefor) which

upon becoming unconditional would result in the offeror (together with persons acting in concert with the offeror as that term is defined in the City Code on Take-overs and Mergers) holding shares carrying over 50 per cent of the voting rights exercisable at general meetings of the Company.

“The Placing and Public offer” – the Placing and Public Offer of ordinary shares which at the date of adoption of these Articles is proposed to be made in Autumn 1994 by Close Brothers Investment Limited.

- 6.4.2 If the Contingency occurs, that number of non-voting deferred ordinary shares as corresponds to the number of ordinary shares expressed to arise on conversion in accordance with the Table set out below shall be converted forthwith or, if the Contingency arises under part (i) of the definition of Contingency in Article 6.4.1 before the conclusion of the Company’s annual general meeting at which its audited accounts to 30 September 1998 are laid before members, then forthwith after the conclusion of that annual general meeting into a like number of ordinary shares.

TABLE

Column 1

Column 2

Consolidated Net Asset Value Per Share or, as the case may be, the Cash Offer Price	Number of ordinary shares to arise on conversion expressed as a percentage of the number of ordinary shares in issue immediately prior to the conversion
--	---

Below 100p	Nil
100p to 114.99p	1.80%
115p to 129.99p	2.90%
130p to 144.99p	4.00%
145p and above	5.20%

Provided always that:

- 6.4.2.1 The maximum number of non-voting deferred ordinary shares which may be converted is 5 million (5,000,000) and

- 6.4.2.2 If the Contingency is an Offer for ordinary shares which is or becomes unconditional before the day which falls 39 months after the closing of the subscription lists for the Placing and Public Offer, the figures in Column 1 of the above Table shall be replaced by such figures as result from application of the formula

$$\frac{A \times C}{B} + 100$$

Where "A" equals the number of complete months which have elapsed between the date of closing of the subscription lists for the Placing and Public Offer and the date upon which the Offer for ordinary shares is or becomes unconditional, "B" equals 39 and "C" equals the excess (if any) over 100p in the figures in Column 1. For these purposes each month will be treated as starting to run from the day in the month which corresponds to the date of closing of the subscription lists for the Placing and Public Offer.

- 6.4.3 Any conversion of the non-voting deferred ordinary shares shall take effect amongst the holders of non-voting deferred ordinary shares rateably according to the number of non-voting deferred ordinary shares held by them. Without prejudice to the automatic operation of any conversion, such conversion shall, subject to the provisions of the Act, be recorded and implemented in such a manner as the Directors may from time to time determine including without prejudice to the generality of the foregoing by the Directors requiring the delivery up of certificate for non-voting deferred ordinary shares and by the designation of non-voting deferred ordinary shares as ordinary shares.
- 6.4.4 Any new ordinary shares arising on conversion will rank *pari passu*, with effect from the date of conversion in all respects with the ordinary shares in issue at that date save that they will not rank for any dividend or other distribution declared, paid or made by the Company in respect of any financial year that shall have ended before such date of conversion.
- 6.4.5 If the Company shall:
 - 6.4.5.1 Make any issue of ordinary shares by way of capitalisation of profits or reserves or rights issue; or
 - 6.4.5.2 Consolidate or sub-divide all or any of its share capital; or
 - 6.4.5.3 Cancel shares and diminish the amount of the Company's share capital by the amount of the shares so cancelled or make any other capital reduction; or
 - 6.4.5.4 Carry out any one or more of the above matters in conjunction with any other whilst any non-voting deferred ordinary shares remain capable of conversion then the conversion rights attaching to the non-voting deferred ordinary shares shall be altered in such manner as the Auditors on the application of the Directors shall determine in writing so that the existing conversion rights attaching to such shares shall not thereby be adversely affect. Any determination in writing by the Auditors, made upon application by the Directors, as to the operation of this Article 6.4 shall be conclusive and binding

upon Members and be deemed made by the Auditors acting as experts and not arbitrators.

6.5 As regards transfer:

No non-voting deferred ordinary share may be transferred unless to or by a person who has become entitled to that share in consequence of the death of its holder.

Ordinary shares

7. On a winding up or on a return of capital or otherwise, the assets of the Company available for distribution to Members shall be applied first in or towards repaying to the holders of the ordinary shares the amounts paid up or credited as paid up thereon together with any arrears or accruals of dividend in priority to any repayment or payment to the holders of the non-voting deferred ordinary shares. Any assets remaining available for distribution to Members after repayment to the holders of non-voting deferred ordinary shares of the amounts paid up or credited as paid up on their non-voting deferred ordinary shares in accordance with Article 6.2 shall (subject to the rights of any other shares issued on preferential terms) be paid exclusively to the holders of ordinary shares pro rata to the amounts paid up or credited as paid up thereon.⁶
8. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any shares in the capital of the Company for the time being may, subject to the provisions of the Statutes, be allotted with such special rights, privileges or restrictions as the Company may by ordinary resolution (before the allotment of such shares) from time to time determine and in particular any such shares may be allotted with a preferential, deferred or qualified right to dividends or to the distribution of assets and with a special or qualified or without any right of voting and (subject to the provisions of the Statutes) on the terms that they are, or at the option of the Company are to be liable, to be redeemed on such terms and in such a manner as the Company may by ordinary resolution (before the allotment of such shares) determine.

Variation of rights

9. Subject to the provisions of the Statutes, whenever the share capital is divided into different classes of shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be modified, varied, extended, abrogated or surrendered either in such manner (if any) as may be provided by such rights or (in the absence of any such provision) with the written consent of the holders of at least three-fourths in nominal value of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares. To every such separate general meeting the provisions of these Articles relating to general meetings shall (*mutatis mutandis*) apply, except that:-

⁶ By a special resolution passed on 14 August 1998, Article 7 was deleted other than sub-Article 7.2 which was renumbered 7.

- 9.1 no member shall be entitled to receive notice of such meeting or to attend it unless he is a holder of shares of the class in question and no vote shall be given except in respect of a share of that class;
 - 9.2 the necessary quorum shall be two persons at least present in person and holding or representing by proxy at least one-third in nominal amount of the issued shares of the class in question;
 - 9.3 if any such separate general meeting shall be adjourned by reason of there being no quorum present and at the adjourned meeting a quorum as defined above shall not be present within fifteen minutes after the time appointed for such adjourned meeting, one holder of shares of the class in question present in person or by proxy shall be a quorum;
 - 9.4 any holder of shares of the class in question who is present in person or by proxy and entitled to vote may demand a poll; and
 - 9.5 on a poll every holder of shares of the class in question who is present in person or by proxy shall have one vote for every share of that class held by him.
10. If any class of shares shall have any preferential right to dividend or return of capital, the creation or allotment of other shares having rights to either dividend or return of capital which rank either *pari passu* with or after that class shall be deemed not to be a variation of the rights of the holders of that class of shares unless otherwise expressly provided by these Articles or by the rights attached to the shares of that class. For the purposes of Article 9, the rights attached to the non-voting deferred ordinary shares shall be deemed to be varied by any reduction of the capital paid up on any of those shares, including a reduction by way of a purchase or redemption by the Company of any of such shares, unless effected after a Contingency (as defined in Article 7) having occurred or the period in which a Contingency is capable of occurring has expired. Subject thereto, any lawful purchase by the Company of its own shares of any class shall be deemed not to be a variation of the rights of the holders of that or any other class of shares in the capital of the Company unless otherwise expressly provided by these Articles or by the rights attached to the shares of that or such other class of shares.

Increase in capital

11. The Company may from time to time by ordinary resolution, whether all the shares for the time being authorised shall have been issued, or all the shares for the time being issued shall have been fully paid up, or not, increase its capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall provide.
12. Subject to any directions that may be given in accordance with the powers contained in the Memorandum of Association of the Company or these Articles or the Statutes, and capital raised by the creation of new shares shall be considered as part of the original capital, and as consisting of ordinary shares, and shall be subject to the same

provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the original capital.

Alterations of capital

13. Subject to the provisions of Article 15 and the Statutes, the Company may from time to time by ordinary resolution:-

- 13.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; or
- 13.2 cancel any shares which at the date of the passing of the relevant resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the nominal amount of the shares so cancelled; or
- 13.3 by sub-division of its existing shares, or any of them, divide its capital, or any part thereof, into shares of smaller amount than is fixed by its Memorandum of Association or was fixed by the resolution creating such shares provided that in any such sub-division the proportion between the amount paid and the amount, if any, unpaid on each share of smaller amount shall be the same as it was in the case of the share from which the share of smaller amount was derived. The resolution by which any sub-division is effected may determine that as between the holders of the resulting shares (but subject and without prejudice to any rights for the time being attached to the shares of any special class) one or more of such shares be given such preference, advantage, restriction or disadvantage as regards dividend, capital, voting or otherwise over the others or any other of such shares as the resolution shall prescribe.

Subject to any direction by the Company by ordinary resolution, whenever as the result of any consolidation or sub-division and consolidation of shares members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine, and in particular may sell the shares to which members are so entitled in fractions for the best price reasonably obtainable and pay and distribute to and amongst the members entitled to such shares in due proportions the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may nominate some person to execute or otherwise effect a transfer of the shares sold on behalf of the members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register 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.

14. Subject to the provision of Article 15, the Company may from time to time:-

- 14.1 by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner authorised, and with and subject to any incident prescribed or allowed, by the Statutes; and

- 14.2 purchase its own shares (including any redeemable shares).
15. Anything done in pursuance of either Articles 13 or 14 shall be done in manner provided, and subject to any conditions imposed, by the Statutes and the following provisions of this Article 15, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient.

The Company shall not enter into any contract for the purchase of shares in its own equity share capital unless such purchase has previously been sanctioned by an extraordinary resolution passed at a separate meeting of the holders of any class of securities issued by the Company which are listed and convertible into shares in the capital of the Company which are of the same class as those proposed to be purchased. The provisions of Article 9 shall mutatis mutandis apply for the purpose of any separate meeting.

Shares

16. Except as permitted by, and subject to the provisions of, the Statutes, the Company shall not give financial assistance directly or indirectly for the purpose of the acquisition by any person of shares in the capital of the Company (or of its holding company, if any) either before or at the same time as the acquisition takes place or (where such an acquisition has taken place) for the purpose of reducing or discharging any liability incurred by any person for the purpose of any such acquisition (whether by such person or by any other person).
17. In addition to all others powers of paying commissions, the Company may at any time and from time to time exercise the power conferred by section 97 of the Act (but subject to the limit and requirements stipulated by that section) to pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the capital of the Company. Subject to the provisions of the Statutes and to the provisions of any relevant listing rules made by the London Stock Exchange, any such commission may be paid in cash or satisfied by the allotment of fully or partly paid shares in the capital of the Company or by the issue or warrants or options which, if exercised, will result in the Company being required to make such an allotment, or partly in one way and partly in the other, as may be arranged. The Company may also on any issue of shares pay such brokerage as may be lawful.
18. All unissued shares shall (if and to the extent authorised or permitted by the Statutes, these Articles and any resolution of the Company pursuant thereto and subject to any directions by the Company by ordinary resolution) be at the disposal of the Directors who may (subject to the provisions of the Statutes, these Articles and any such resolution or directions as aforesaid) allot, grant options over, offer or otherwise deal with or dispose of such shares to such persons, at such times and generally on such terms and conditions as they may determine.

19. The Company may at any time and from time to time pass an ordinary resolution referring to this Article and authorising the Directors to allot relevant securities and, upon the passing of such an ordinary resolution, the Directors shall thereupon and without further formality be generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities as defined by section 80(2) of the Act provided that:-

- 19.1 the maximum amount of such securities that may be allotted under such authority (within the meaning of such section 80) shall be the sum specified in such ordinary resolution or, if no sum is specified in any such ordinary resolution, an amount equal to the aggregate nominal amount of the Company's unissued ordinary share capital at the time such resolution is passed; and
- 19.2 any such authority shall, unless it is (prior to its expiry) duly revoked or varied or is renewed, expire on the date immediately prior to the fifth anniversary of the date on which such ordinary resolution is passed (or on such earlier date as may be specified in such ordinary resolution) save that the Company shall be entitled, before such expiry, to make an offer or agreement which would or might require relevant securities to be allotted after such expiry.

The Company shall comply with the requirements of section 380 of the Act (dealing with the registration of copies of certain resolutions and agreements) with regard to any such ordinary resolution.

20. The Company may at any time and from time to time resolve by a special resolution referring to this Article that the Directors be empowered to allot equity securities for cash and upon such special resolution being passed the Directors shall, subject to them being generally authorised to allot relevant securities for the purposes of section 80 of the Act at the time such special resolution is passed, thereupon and without further formality be empowered to allot equity securities (as defined in section 94 of the Act) for cash pursuant to any such authority as if section 89(1) of the Act did not apply to any such allotment provided that such power shall be limited to:-

- 20.1 allotments for the purpose or in connection with an offer (by any person) of equity securities to the holders of the issued ordinary shares in the capital of the Company where the securities respectively attributable to the interests of such holders are proportionate (as nearly as may be and subject to such exclusions or other arrangements as the Directors may consider appropriate, necessary or expedient to deal with any fractional entitlements or with any legal or practical difficulties arising under the laws of any territory or the requirements of any regulatory body or stock exchange or otherwise) to the respective numbers of ordinary shares held by such shareholders; and
- 20.2 the allotment (otherwise than pursuant to Article 20.1) of equity securities up to, in the case of relevant shares (as defined in section 94 of the Act), an aggregate nominal value, or, in the case of other equity securities, giving the right to subscribe for or convert into relevant shares up to an aggregate nominal value, not exceeding the sum specified in such special resolution

(and so that, if no sum is specified in any such special resolution, the resolution shall be of no effect for the purposes of this Article 20.2)

and shall expire at the conclusion of the next annual general meeting of the Company to be held after the passing of such special resolution or at such other date as may be specified in such special resolution save that the Company shall be entitled, before such expiry, to make an offer or agreement which would or might require equity securities to be allotted after such expiry.

21. The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose but so that the Directors may refuse to register any renunciation in favour of more than four persons jointly.
22. Except as required by these Articles or by law or by order of a court of competent jurisdiction and notwithstanding any information received by the Company pursuant to Articles 87 to 95 inclusive or any statutory provision relating to the disclosure of interests in voting shares or otherwise, no person shall be recognised by the Company as holding any share upon any trust and 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 right in respect of any share except an absolute right to the entirety thereof in the registered holder.

Share certificates

23. Every share certificate shall be issued under the Seal or an official seal kept by the Company under section 40 of the Act or otherwise executed by the Company in accordance with the Statutes and shall specify the number and class and the distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon. No certificates shall be issued representing shares of more than one class. Where the Company sends share certificates to shareholders or their agents by post, such share certificates shall be sent at the shareholders' risk.
24. 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 joint holders shall be sufficient delivery to all.
25. Subject to the provisions of Articles 23 and 24 and the Statutes:-
 - 25.1 any person whose name is entered in the Register (except a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange in respect of whom the Company is not by law required to register and have ready for delivery a certificate or any other person who by law is not entitled to a certificate) in respect of any shares of any one class upon the allotment or transfer thereof shall be entitled without payment to a certificate therefor within the period specified by the Act;

- 25.2 where part only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge;
- 25.3 any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge;
- 25.4 if any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit and upon payment of such reasonable out-of-pocket expenses as they shall determine, comply with such request;
- 25.5 if a share certificate shall be worn out, 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 only to (a) 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 as the Directors may think fit, (b) if the Directors shall think fit, reimbursement of any exceptional out of pocket expenses incurred by the Company in connection with the request; and
- 25.6 in the case if shares held jointly by several persons any such request may be made by any one of the joint holders.

Calls on shares

26. The Directors may, subject to the provisions of these Articles and to any relevant terms of allotment, from time to time make such calls upon the members in respect of all moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) as they fit, provided that seven days' notice at least is given of each call, and each member shall be liable to pay the amount of each call so made upon him to the person and at the time and place specified by the Directors in the said notice. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Directors authorising such call shall have been passed. A call may, at any time before receipt by the Company of the money due in respect thereof, be revoked or postponed in whole or in part as the Directors may determine. A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
27. Joint holders of a share shall be jointly and severally liable to pay all instalments and calls in respect thereof and any one of such persons may give effectual receipts for any return of capital payable in respect of such share.
28. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may delegate to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to

make calls on the members in respect of such uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys (including any moneys due under Article 29) becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated may (if expressed so to be) be assignable.

29. If a call or instalment payable in respect of a share is not paid on or before the day appointed for payment thereof, the person from whom the amount of the call or instalment is due shall pay interest on such amount (at such rate as may be fixed by the terms of issue of the share or, if no rate is so fixed, at such rate as the Directors may determine but not exceeding the appropriate rate (as defined by section 107 of the Act) for the time being in force) from the day appointed for payment thereof to the time of actual payment, and shall also pay all costs, charges and expenses which the Company may have incurred or become liable for in order to procure payment of or in consequence of the non-payment of such call or instalment but the Directors shall have power to remit such interest, cost, charges and expenses or any part thereof.
30. Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date and any instalment of a call shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment thereof, and in case of non-payment the provisions of these Articles as to payment of interest and expenses and forfeiture, and all the other relevant provisions of the Statutes and these Articles shall apply as if such sum or instalment were a call duly made and notified as hereby provided.
31. The Directors may from time to time on the issue of shares make arrangements so as to differentiate between the holders with regard to the number of calls to be paid on those shares and the times of payment.
32. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys payable upon his shares (whether on account of the nominal value of the shares or by way of premium) beyond the sum or sums actually called up thereon, and upon all or any of the moneys so advanced the Directors may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of the Company by ordinary resolution, the appropriate rate (as defined by section 107 of the Act) for the time being in force) as may be agreed upon between them and such a member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. No sum paid up in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

Lien on shares

33. The Company shall have a first and paramount lien and charge on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share. The Company's lien (if any) on a share shall extend to all dividends or other moneys payable thereon. The registration of a transfer of shares shall, unless otherwise agreed between the Directors on behalf

of the Company and the person to whom the shares have been so transferred, operate as a waiver of the Company's lien (if any) on such shares. The Directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article.

34. For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until a notice in writing stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served in such manner as the Directors shall think fit on such member or the persons (if any) entitled by transmission to the shares, and default in payment shall have been made by him or them for seven days after such notice.
35. The net proceeds of any such sale after payment of the costs thereof shall be applied in or towards satisfaction of the amount due, and the residue (if any) shall (upon surrender to the Company for cancellation of any certificate(s) in respect of the shares sold) be paid to the member or the persons (if any) entitled by transmission to the shares; provided always that the Company shall be entitled to such a lien upon that residue in respect of any moneys due to the Company but not presently payable as it had upon the shares immediately before the sale thereof.
36. Upon any such sale as aforesaid, the Directors may authorise some person to execute or otherwise effect a transfer of the shares sold to the purchaser in the name and on behalf of the registered holder thereof or the persons (if any) entitled by transmissions to the shares and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Forfeiture of shares

37. If any member fails to pay the whole or any part of any call or instalment on or before the day appointed for the payment thereof, the Directors may at any time thereafter during such time the call or instalment, or any part thereof, remains unpaid, serve a notice on him requiring him to pay the same, together with any accrued interest and any costs, charges and expenses incurred by the Company by reason of such non-payment.
38. The notice shall name a further day (being not less than fourteen days after the date of service of such notice) on or before which such call, or such part thereof as aforesaid, and all such interest, costs, charges and expenses as aforesaid, are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited.

39. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest, costs, charges and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.
40. A forfeiture of shares under Article 39 shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
41. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the person who before such forfeiture was the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
42. Subject to the provisions of the Statutes every share which shall be forfeited shall thereupon become the property of the Company, no voting rights shall be exercised in respect thereof and the Directors may within three years after such forfeiture sell, re-allot or otherwise dispose of it, either to the person who was before forfeiture the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Directors shall think fit, and whether with or without all or any part of the amount previously paid on the share being credited as paid. The Directors may authorise some person to transfer a forfeited share to any other person. Any share not disposed of in accordance with the foregoing provisions of this Article within a period of three years from the date of its forfeiture shall at the expiry of such period be cancelled in accordance with the Act.
43. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before a forfeited share has been sold, re-allotted or otherwise disposed of or cancelled, permit the forfeiture to be annulled upon the payment of all calls and interest due upon and costs, charges and expenses incurred in respect of the share, and upon any further or other terms they may think fit.
44. A member whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company forthwith all calls and instalments, interest and expenses owing on or in respect of such shares at the time of forfeiture, with interest thereon from the time of forfeiture to the date of payment at such rate and in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.
45. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the member whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members.

46. A statutory declaration in writing that the declarant is a director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated and such declaration, together (subject to the provisions of the Statutes and any procedures lawfully implemented by the Company pursuant thereto) with a duly sealed certificate of proprietorship of the share delivered to a purchaser or allottee thereof, shall (subject to the execution or other implementation of any necessary transfer) constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any omission, irregularity or invalidity in or relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

47. The Directors may accept the surrender of any share which they are in a position to forfeit. The same consequences shall flow from the surrender of such a share as if such share had been effectively forfeited by the Directors; in particular, any share so surrendered may be disposed of in the same manner as a forfeited share.

Transfer of shares

48. Except as may be provided by the Statutes, all transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Directors. Any such instrument of transfer shall be signed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

49. Subject to the Statutes, the registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares. The Register shall not be closed for more than thirty days in any year and notice of such closure shall be given by advertisement in accordance with the Statutes.

50. Directors' discretion to refuse a transfer

50.1 The Directors may in their absolute discretion without assigning any reason therefor refuse to register to authorise the registration of any transfer of a share in any of the following circumstances:-

50.1.1 if the share is not fully paid up; and

50.1.2 if the Company has a lien on the share providing that the Directors do not exercise their discretion so as to prevent dealings in the share from taking place on an open and proper basis; and

50.1.3 where:-

50.1.3.1 a notice has been duly served in respect of the share pursuant to section 212(1) of the Act or any other provision of the

Statutes concerning the disclosure of interests in voting shares; and

50.1.3.2 the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent of that class of share; and

50.1.3.3 the person or persons on whom the notice was served failed to comply with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service thereof) and remains in default in complying with such notice

unless the transfer in question was effected pursuant to a sale through a recognised investment exchange (as defined in the Financial Services Act 1986) or other recognised market or as a result of an acceptance of a take-over offer (which shall mean an offer to all of the holders, or to all of the holders other than the offeror and his nominee, of shares in the Company to acquire such shares or a specified proportion or number thereof or to all of the holders, or to all of the holders other than the offeror and his nominee, of a particular class of those shares to acquire the shares of that class or a specified proportion or number thereof);

50.1.4 if the transfer is of a share or shares (whether fully paid or not) in favour of more than four persons jointly.

If the Directors refuse to register or authorise the registration of a transfer which is effected by a written instrument they shall within two months after the date on which the instrument was lodged with the Company or its registrars send to the transferee notice of the refusal. If and for so long as any procedures for enabling title to securities to be evidenced and transferred without a written instrument are lawfully implemented by the Company pursuant to the Statutes, the Directors shall give such notice of any such refusal and within such period as in either case may be required by those procedures or the Statutes.

50.2.1 If and for so long as a person is in default in complying with such a notice as is referred to in Article 50.1.3, the consequences of such default under that Article shall also apply (but with the effect from allotment) to any additional share allotted after service of the notice in right of the shares which were the subject of the notice (including, without limitation, any share allotted pursuant to a rights issue or a bonus issue) as if such additional share had also been the subject of the notice.

50.2.2 For the purposes of Articles 50.1.3 and 50.2.1, a person shall be deemed to be in default in complying with such a notice as is referred to in those Articles if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false.

50.3 Where any restrictions on the transfer of shares have arisen under the provisions of Article 50.1 with regard to a particular share, they shall cease to be applicable to that share upon:-

50.3.1 the person or persons on whom the notice referred to in Article 50.1 was served ceasing to be default in complying with such notice; or

50.3.2 the Directors deciding (in their absolute discretion) that such restrictions on transfer shall cease to be applicable to that share; or

50.3.3 the expiry of the period of seven days commencing on the date of receipt by the Company at the Transfer Office of a bona fide notice of the sale of that share through a recognised investment exchange or other recognised market or as a result of an acceptance of take-over offer (which shall mean an offer to all of the holders, or to all of the holders other than the offeror and his nominee, of shares in the Company to acquire such shares or a specified proportion or number thereof or to all of the holders, or to all the holders other than the offeror and his nominee, of a particular class of those shares to acquire the shares of that class or a specified proportion or number thereof),

as the case may be and whichever shall first occur.⁷

51. In addition and without prejudice to their rights under Article 50 the Directors may decline to recognise any instrument of transfer unless the instrument of transfer is in respect of only one class of share and is deposited at the Transfer Office (or at such other place as the certificate(s) (save as stated later in this Article) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). Subject thereto and to the provisions of Article 50 the Directors shall register any instrument of transfer submitted to them for registration unless forbidden to do so by law. In the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, the lodgement of share certificates will not be necessary unless and to the extent that certificates must by law have been issued in respect of the shares in question.
52. All instruments of transfer which are registered may be retained by the Company. Any instrument of transfer which the Directors refuse to register shall (except in the case of fraud) be returned to the person lodging it when notification of the refusal is given.
53. No fee shall be charged by the Company in respect of the registration of any transfer or probate or letters of administration or certificate or marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any

⁷ By a special resolution passed on 14 August 1998 the Articles of Association were amended by the insertion of the word "and" at the end of Article 50.1.1 and the insertion of the words "providing that the Directors do not exercise their discretion so as to prevent dealings in the share from taking place in an open and proper basis; and "at the end of the Article 50.1.2 and the insertion of a new Article 50.3.

shares or otherwise for making any entry in the Register affecting the title to any shares.

54. Nothing contained in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

Transmission of shares

55. In the case of the death of a member the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in his shares, but nothing in the Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.
56. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may (subject as hereinafter provided), upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, either elect to be registered himself as holder of the share by giving to the Company notice in writing of such election or transfer such share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers 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 executed or otherwise effected by such member.
57. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) be entitled to receive and may give a discharge for the same dividends and other moneys payable on or in respect of the share as those to which he would be entitled if he were the registered holder of the share but he shall not be entitled in respect thereof to receive notice of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise or enjoy any right or privilege conferred by membership of the Company until he shall have been registered as a member in respect of the share. The Directors may at any time give notice requiring any such person as aforesaid to elect either to be registered himself or to transfer the share and, if the notice is not complied with within sixty days after service thereof, the Directors may thereafter withhold payment of all dividends and other moneys payable on or in respect of the share until the requirements of the notice have been complied with.

Conversion of shares into stock

58. The Company may, from time to time, by ordinary resolution, convert all or any of its fully paid up shares into stock of the same class as the shares so converted and may from time to time, in like manner, reconvert any such stock into fully paid up shares of the same class and of any denomination.

59. When any shares have been converted into stock, the several holders of such stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company may by ordinary resolution direct or, in default of any such direction, in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might before conversion have been transferred, or as near thereto as circumstances will admit, but the Company may by ordinary resolution, or in default of such a resolution, the Directors may, if they think fit, from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum (provided that any such minimum shall not exceed the nominal amount of the shares from which the stock arose) and may prescribe that stock is to be divided and transferable in units of corresponding amount but with power to waive such requirements and restrictions in any particular case.
60. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the class of such stock and the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such amount of stock as would not, if existing in shares, have conferred such privilege or advantage.

General meetings

61. An annual general meeting shall be held once in every year at such time (within a period of not more than fifteen months after the holding of the last preceding annual general meeting) and place as may be determined by the Directors.
62. All general meetings other than annual general meetings shall be called extraordinary general meetings.
63. The Directors may call an extraordinary general meeting whenever they think fit and shall in any event do so when and in the manner required by section 142 of the Act (which relates to the obligation of the Directors to convene an extraordinary general meeting in the event of serious loss of capital), and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Statutes. If at any time there are not within the United Kingdom sufficient directors capable of acting to form a quorum for a meeting of the Directors, any director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors.

Notice of general meetings

64. An annual general meeting and any general meeting at which it is proposed to pass a special resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by twenty-one clear days' notice in writing at the least and any other general meeting by fourteen clear days'

notice in writing at the least. Notice of every general meeting shall be given in manner hereinafter mentioned to all members (other than such as are not under the provisions of these Articles or the terms of issue of all the shares they hold entitled to receive such notices from the Company) and the Auditors. A general meeting, notwithstanding that it has been called by shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed:-

64.1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

64.2 in the case of an extraordinary general meeting, by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than such minimum percentage in nominal value of the shares giving that right as the Act may prescribe at the time such meeting is held.

The accidental omission to give notice or to send a form of proxy with a notice (where the same is required by these Articles) to or the non-receipt of such notice or form of proxy by any person entitled thereto shall not invalidate the proceedings at any general meeting.

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

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

65.2 In the case of any general meeting at which business other than ordinary business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as an extraordinary resolution or as a special resolution, the notice shall contain a statement to that effect.

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

66.1 declaring dividends;

66.2 receiving and considering the annual accounts of the Company, the reports of the Directors and the Auditors and other documents required by law to be attached or annexed thereto or to be comprised therein;

66.3 appointing the Auditors (except when special notice of the resolution for such appointment is required by the Statutes) and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed;

- 66.4 appointing or re-appointing directors to fill vacancies arising at the meeting either on retirement by rotation or under Article 114 or otherwise; and
- 66.5 the voting of fees to the Directors.
67. The Directors shall on the requisition of members in accordance with the Statutes, but subject as therein provided:-
- 67.1 give to the members entitled to receive notice of the next annual general meeting, notice of any resolution which may properly be moved and is intended to be moved at that meeting;
- 67.2 circulate to the members entitled to have notice of any general meeting, any statement of not more than one thousand words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.

Proceedings at general meetings

68. No business shall be transacted at any general meeting unless a quorum is present. Subject to the provisions of Article 69, two members present in person or by proxy (or, being a corporation, present by a representative duly appointed pursuant to Article 96) and entitled to vote upon the business to be transacted shall be a quorum.
69. If within fifteen minutes from the time appointed for the holding of the general meeting (or such longer time as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day and at such time and place as the chairman of the meeting may determine (notice of such adjourned meeting being given in accordance with Article 71), and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the member or members present in person or by proxy and entitled to vote upon the business to be transacted shall be a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
70. **Adjournment of meetings**
- 70.1 The chairman may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) to another time or place where it appears to him that:-
- 70.1.1 the members wishing to attend cannot be conveniently accommodated in the place for the meeting; or
- 70.1.2 the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or

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

70.2 Without prejudice to the provisions of Article 70.1 the chairman of the meeting may with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors.

71. When a meeting is adjourned pursuant to Articles 69 or 70 for thirty days or more or sine die, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting (save that it shall not be necessary to specify the nature of the business to be transacted) and, in the case of an adjournment pursuant to Article 69, the notice shall specify the quorum applicable to that adjourned meeting as stated in such Article. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

72. The chairman (if any) of the Directors, failing whom the deputy chairman (if any) of the Directors, shall preside as chairman at each general meeting. If there be no such chairman or deputy chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the directors present shall choose one of their number, or if no director be present or if all the directors present fail to agree which of their number should take the chair or if each of them declines to take the chair, the members present and entitled to vote shall choose one of their number to be chairman of the meeting.

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

73.1 the chairman of the meeting; or

73.2 not less than five members present in person or by proxy and entitled to vote;
or

73.3 a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

73.4 a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting 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 that right and, for the purposes of the foregoing, a demand by a proxy pursuant to Article 84 shall be deemed to be a demand by the person appointing that proxy.

A demand for a poll may be withdrawn with the consent of the chairman and any demand so withdrawn shall not be taken to have invalidated any result of a show of hands made before the demand was made.

74. Unless a poll is required, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
75. 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.
76. A poll demanded on the election of a chairman of a general meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately provided that the time and place at which it is to be taken was announced at the meeting at which it was demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
77. **Votes of members**
 - 77.1 Subject to any restrictions imposed by or pursuant to these Articles and to any special rights, restrictions or prohibitions as regards voting for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member personally present (or, being a corporation, present by a duly appointed representative) shall have one vote only, and in case of a poll every member present in person or by proxy shall (subject as hereinafter provided) have one vote for every share in the capital of the Company held by him.
 - 77.2 If:
 - 77.2.1 Any objection shall be raised to the qualification of any voter; or
 - 77.2.2 any votes have been counted which ought not to have been counted or which might have been rejected; or
 - 77.2.3 any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or the error occurred. Any such objection or error shall be referred to the chairman of the meeting (unless the vote objected to was given or tendered in connection with the resolution for the election, re-election or removal of the chairman of the meeting whether as such chairman or as a director of the Company) and shall only vitiate the decision of the meeting on any resolution or the poll if the chairman decides that the same may have affected the decision of the meeting or the poll. The decision of the chairman (save in connection with such a resolution specified above) shall be final and conclusive.

78. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person (by whatever name called) may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Transfer Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
79. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.
80. 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. A proxy need not be a member of the Company. A member may appoint more than one proxy to attend on the same occasion.
81. An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may accept and:-
 - 81.1 in the case of an individual shall be signed by the appointor or by his attorney; and
 - 81.2 in the case of a corporation shall be given under its common seal or otherwise executed by it in accordance with the Statutes or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer. The signature on such instrument need not be witnessed.

82. An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a duly certified copy of such power or authority (or, if such power or authority was executed outside the United Kingdom, a notarially

authenticated copy thereof) must either be left at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting or in instrument of proxy issued by the Company therewith (or, if no place is so specified, at the Transfer Office) not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or for the taking of the poll at which it is to be used or, where the poll is not taken during or immediately following the meeting at which it was demanded but is taken less than forty-eight hours after such demand, be delivered at such meeting either to the chairman of the meeting or to the Secretary or to any of the Directors, and in default shall be not treated as valid Provided that (except as and to the extent stated to the contrary thereon) an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require to be delivered again for the purposes of any subsequent meeting to which it relates and (except as aforesaid) any instrument of proxy so delivered in respect of any meeting or meetings shall be valid in respect of any adjournment thereof and any poll demanded thereat and shall not require to be delivered again for the purposes thereof. The deposit or delivery of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment thereof or on any poll demanded at the same.

83. No instrument of proxy shall be valid after the expiration of twelve months from the date stated in it as the date of its execution or, if undated, the date of its receipt by the Company except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within that period of twelve months.
84. An instrument appointing a proxy shall be deemed to give authority for that proxy to demand or join in demanding a poll and generally to act at the meeting for the member making the appointment but no proxy may as such speak at any meeting or adjourned meeting (save to demand or join in demanding a poll) unless otherwise permitted by the chairman thereof.
85. Any member residing out of or absent from the United Kingdom may by power of attorney executed either before or after leaving the United Kingdom appoint any person to be his attorney for the purpose of voting at any meeting or give a general power extending to all meetings at which such member is entitled to vote. Every such power or a duly certified copy or (if such power was executed outside the United Kingdom) a notarially authenticated copy of such power shall be produced at the Transfer Office and left there for at least forty-eight hours before being acted upon.
86. A vote given in accordance with the terms of an instrument of proxy or power of attorney shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or power of attorney or of the authority under which the appointment was made, or the transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer shall have been received at the Transfer Office (or, in the case of an instrument of proxy, such other place as is specified for depositing that instrument) one hour at least before the time fixed for holding the meeting or adjourned meeting or for the taking of the poll at which the proxy is used.

Disfranchisement

87. Subject to the provisions of the Statutes, no holder of a share in the Company shall, unless the Directors otherwise determine (any such determination being for such period and subject to such terms and conditions (if any) as the Directors may, in their absolute discretion, decide), be entitled (save as proxy for another member) to be present or vote at a general meeting either personally or by proxy or to exercise any other right in relation to meetings of the Company in respect of that share if:-
- 87.1 any call or such other sum as is presently payable by him to the Company in respect of that share remains unpaid; or
 - 87.2 he or any other person who appears to be interested in that share has been duly served, pursuant to section 212(1) of the Act or any other provision of the Statutes concerning the disclosure of interests in voting shares, with a notice which:-
 - 87.2.1 lawfully requires the provision to the Company within such period as is specified in such notice (being not less than 14 days from the date of service of such notice) of information regarding that share; and
 - 87.2.2 contains a warning of the consequences under this Article 87 and under the provisions of Articles 50.1.3 and 149 of failing to comply with such noticeand he or such other person is in default in complying with such notice; or
 - 87.3 he has been duly served with a notice which:-
 - 87.3.1 requires him to provide or procure the provision to the Company within such period as is specified in such notice (being not less than 14 days from the date of service of such notice) of a written statement signed by him or any other person or persons stating that he (if the statement is signed by him) or (as the case may be) the other person or persons who has/have signed the statement is/are the beneficial owners(s) of that share and providing such other information (if any) regarding that share as may be required by such notice pursuant to Article 92; and
 - 87.3.2 contains a warning of the consequences under this Article 87 of failing to comply with such noticeand (whether or not he is aware of the identity of the beneficial owner(s) of that share) he is in default in complying with such notice.
88. For the purposes of Article 87.2:-
- 88.1 a person shall be treated as appearing to be interested in a share (a) where the member holding such share has informed the Company that he is, or may be,

so interested or (b) where he has given to the Company a notification pursuant to Article 87.2 which fails to establish the identity of the person or persons interested in such share and (after taking into account the said notification and any other relevant information given to them) the Directors know or have reasonable cause to believe that the person in question is or may be interested in such share; and

- 88.2 references to persons interested in shares and to interests in shares respectively shall be construed as they are for the purposes of section 212 of the Act.
- 89.1 If and for so long as a person is in default in complying with such a notice as is referred to in Articles 87.2 and 87.3, the consequences of such default under Article 87 shall also apply (but with effect from allotment) to any additional share allotted after service of the notice in right of the shares which were the subject of the notice (including, without limitation, any share allotted pursuant to a rights issue or a bonus issue) as if such additional share had also been the subject of the notice.
- 89.2 For the purposes of Articles 87.2, 87.3 and 89.1, a person shall be deemed to be in default in complying with such a notice as is referred to in those Articles if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false.
90. Where a person holds more than one share in the Company or more than one share of a particular class, any notice given pursuant to Articles 87.2 or 87.3 may relate to all of such shares or to such lesser number of them as is described or stated in the notice.
91. Any statement provided to the Company pursuant to Articles 87.2 or 87.3 shall, for the purposes of those Articles, be deemed to have been signed by a body corporate if signed by a duly authorised officer who is described in such statement as signing it on behalf of that body corporate.
92. Any notice served on the holder of a share pursuant to Article 87.3 may require that, where the statement to be provided to the Company pursuant to that notice reveals that the beneficial owner of that share is a body corporate ("the corporate owner"), the statement shall also provide the following information:-
- 92.1 whether any body corporate is a holding company (within the meaning of section 736 of the Act) or parent company (within the meaning of section 258 of the Act) of the corporate owner and, if so, the name and address of each such holding or parent company; and
- 92.2 whether any body corporate or other person (other than any such holding or parent company) is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of the corporate owner and, if so, the name and address of each such person.
93. Where the disfranchisement provisions of Article 87 are applicable with regard to a particular share, they shall cease to be applicable to that share upon:-

- 93.1 the call or such other sum as is referred to in Article 87.1 being paid in respect of that share and received by the Company; or
- 93.2 the information and/or statement requested in respect of that share by the notice(s) referred to in Articles 87.2 and/or 87.3 being provided to the Company to the satisfaction of the Directors; or
- 93.3 the date as on and from which the Directors determine (pursuant to Article 87) that such provisions shall cease to be applicable to that share; or
- 93.4 the expiry of the period of seven days commencing on the date of receipt by the Company at the Transfer Office of a bona fide notice of the sale of that share through a recognised investment exchange (as defined in the Financial Services Act 1986) or other recognised market or as a result of an acceptance of a take-over offer (which shall mean an offer to all of the holders, or to all of the holders other than the offeror and his nominee, of shares in the Company to acquire such shares or a specified proportion or number thereof or to all of the holders, or to all of the holders other than the offeror and his nominee, of a particular class of those shares to acquire the shares of that class or specified proportion or number thereof)

as the case may be and (in the case of Articles 93.2 to 93.4 inclusive) whichever shall first occur.

- 94. For the purposes of section 213 of the Act (relating to registration of interests disclosed under section 212), any information received by the Company pursuant to any notice served on a member pursuant to Article 87.3 shall be deemed to have been received by it in pursuance of a requirement imposed on that member under section 212 of the Act.
- 95. Any notice issued under Articles 87.2 or 87.3 maybe cancelled at any time.

Corporations acting by representatives

- 96. Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of members thereof; and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands. The Directors may, but shall not be bound to, require evidence of the authority of any person purporting to act as the representative of any such corporation.

Directors

- 97. Subject to the provisions of Article 112 the Directors shall not be less than two (2) nor more than ten (10) in number.
- 98. A director shall not be required to hold any shares in the Company by way of qualification but a director who is not a member of the Company shall be entitled to

receive notice of and to attend and speak at all general meetings of the Company and any class of members of the Company.

99. Fees may be paid out of the funds of the Company to directors who are not managing or executive directors at such rates as the Directors may from time to time determine provided that such fees do not in the aggregate exceed the sum of £200,000⁸ per annum (exclusive of value added tax if applicable) or such other figure as the Company may by ordinary resolution from time to time determine.
100. The Directors (including alternate directors) shall also be entitled to be paid out of the funds of the Company all their travelling, hotel, and other expenses properly incurred by them respectively in and about the business of the Company, including their expenses of travelling to and from meetings of the Directors, committee meetings or general meetings.
101. Any director who devotes special attention to the business of the Company, or otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a director, may be paid such additional remuneration as the Directors or any committee authorised by the Directors may determine.
102. **Other offices held by Directors**
- 102.1 A director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine, and subject to the provisions of the Statutes no director or intending director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either with regard to his tenure of any other such office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, arrangement, transaction or proposal or any contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any director or any person connected with him is in any way interested (whether directly or indirectly) be liable to be avoided, nor shall any director who enters into any such contract, arrangement, transaction or proposal or who is so interested be liable to account to the Company for any profit realised from any such contract, arrangement, transaction or proposal by reason of such director holding that office or of the fiduciary relationship thereby established, but his interest shall be disclosed by him in accordance with the Statutes.
- 102.2 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 of the Company.
- 102.3 Any director may continue to be or become a director of, or hold any other office, employment or place of profit under, or be or become a member of, any other company in which the Company may be interested, and (unless

⁸ The words "£100,000" were replaced by the words "£200,000" by a Special Resolution passed on 15 February 2002

otherwise provided by his terms of service) no such director shall be accountable for any remuneration, salary, profit or other benefits received by him as a director of, or holder of any other office, employment or place of profit under, or member of, any such other company. The Directors may exercise the voting powers conferred by the shares in any company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors of or holders of any such office, employment or place of profit under such company, or voting or providing for the payment of remuneration to the directors of or holders of any such office, employment or place of profit under such company).

Managing and executive directors

103. The Directors or any committee authorised by the Directors may from time to time appoint one or more of their number to any executive office or employment under the Company (including, but without limitation, that of chief executive or managing director) for such period and on such terms as they or any committee of the Directors think fit, and may also authorise any person appointed to be a director to continue in any executive office or employment held by him before he was so appointed but no service contract or contract for services shall be granted by the Company to any director or proposed director except in accordance with the Statutes.
104. The remuneration and other terms and conditions of appointment of a director appointed to any executive office or employment under the Company shall from time to time (without prejudice to the provisions of any agreement between him and the Company) be fixed by the Directors, and may (without limitation) be by way of fixed salary, lump sum, commission on the dividends or profits of the Company (or of any other company in which the Company is interested) or other participation in any such profits or otherwise or by any or all or partly by one and partly by another or others of those modes.
105. A director holding any executive office or employment under the Company shall not (by reason only thereof) be exempt from retirement by rotation, and his tenure of such executive office or employment shall not be determined by reason only of his ceasing for any reason to be a director, but (without prejudice to any claim he may have for compensation or damages for breach of any agreement between him and the Company and subject to the provisions or any such agreement) may be determined at any time thereafter by resolution of the Directors.
106. The Directors may, from time to time, entrust to and confer upon a director appointed to any executive office or employment pursuant to Article 103 such of the powers exercisable under these Articles by the Directors (other than the power to make calls, forfeit shares, borrow money or issue debentures) as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions, as they may consider expedient, and may confer such powers collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Appointment and retirement of directors

107. Any provisions of the Statutes which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment as a director or liable to vacate office as a director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment of any director over a specified age shall not apply to the Company save that, in the case of any general meeting at which a resolution is to be proposed to appoint or re-appoint as a director a person who is, or who will within the six months next following the date of the general meeting become, 70 years of age, the notice convening that meeting shall contain a statement to that effect. The accidental omission to insert such a statement shall not, however, invalidate the passing of the relevant resolution.
108. A director shall ipso facto cease to hold office as such in any of the following events, namely:-
- 108.1 if he is prohibited by law from being or acting as a director or if he ceases to be a director by virtue of any provision of the Statutes; or
 - 108.2 if (not being a person holding an executive office or employment under the Company) he shall resign by writing under his hand left at the Office or delivered to the Directors at a meeting of the Directors or to the Secretary or if (being such a person) he shall tender his resignation and the Directors shall resolve to accept the same; or
 - 108.3 if he becomes bankrupt or he applies for an interim order pursuant to section 253 of the Insolvency Act 1986 or enters into any voluntary arrangement within the definition contained in that section or has an interim receiver appointed under section 286 of that Act of all or any part of his property; or
 - 108.4 if he 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
 - 108.5 if in England or elsewhere an order shall be made by any court claiming jurisdiction in matters concerning mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver, curator bonis or other person (by whatever name called) to exercise powers with respect to his property or affairs; or
 - 108.6 if he shall be absent from meetings of the Directors for six successive months without leave and his alternate director (if any) shall not during such period have attended in his stead and that Directors shall resolve that his office be vacated; or
 - 108.7 if he is removed from office in accordance with Article 113; or

- 108.8 if he holds any executive office or employment under the Company and that office or employment with the Company is terminated for any reason; or
- 108.9 if, by notice in writing delivered to the Office or tendered at a meeting of the Directors, his resignation is requested by all of the other directors and all of the other directors are not less than three in number.
109. At the annual general meeting in every year one-third of the directors for the time being (after excluding any director who is required to retire at that meeting pursuant to Article 114.1 or any other provision of these Articles) or, if their number is not a multiple of three, then the number nearest to one-third, but not exceeding one-third, shall retire from office and shall be eligible for re-election.
110. The directors to retire pursuant to Article 109 shall include (so far as necessary to obtain the number required) any director who wishes to retire and not to offer himself for re-election. Any further directors so to retire shall be those of the other directors who are subject to retirement by rotation pursuant to the provisions of that Article for the purposes of the meeting in question and who have at the date of the meeting been longest in office since their last re-election or appointment, and so that as between persons who became or were last re-elected directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring director shall be eligible for re-election.
111. **Resolutions to appoint directors**
- 111.1 A resolution for the appointment of two or more persons as directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.
- 111.2 No person other than a director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment as a director at any general meeting unless not less than seven nor more than twenty eight days before the day appointed for the meeting there shall have been left at the Office or sent to the Secretary notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected.
112. The Company may by ordinary resolution from time to time increase or reduce any limits on the number of directors specified in Article 97 and may also determine in what rotation such increased or reduced number is to go out of office and may make any appointments required for making any such increase.

113. The Company may by extraordinary resolution or, in accordance with and subject to the provisions of the Statutes, by ordinary resolution of which special notice has been given remove any director from office notwithstanding any provision of these Articles or any agreement between the Company and such director, but without prejudice to any claim he may have for damages for breach of any such agreement, and appoint another person in place of a director so removed from office and any person so appointed shall be treated for the purpose of determining the time at which he or any other director is to retire by rotation pursuant to Article 109 as if he had become a director on the day on which the director in whose place he is appointed was last elected or re-elected a director. In default of such appointment the vacancy arising upon the removal of a director from office may be filled as a vacancy pursuant to the provisions of Article 114.
- 114.1 The Directors shall have power at any time and from time to time to appoint any person to be a director either to fill a vacancy or as an additional director but so that the total number of directors shall not at any time exceed the maximum number (if any) fixed by or in accordance with Article 97. Any director appointed by the Directors shall retire from office at the next annual general meeting and shall then be eligible for election by the members; he shall not be taken into account in determining the number of directors who are to retire by rotation at such meeting but shall be deemed to have retired at the meeting for the purposes of Article 115.
- 114.2 Without prejudice to Article 114.1 or Article 121 but subject to the provisions of Article 111, the Company may from time to time by ordinary resolution appoint any person or persons to be a director of the Company either to fill a vacancy or as an additional director.
115. The Company at the meeting at which a director retires under any provision of these Articles may fill the office being vacated by electing thereto the retiring director or some other person eligible for appointment. In default the retiring director shall be deemed to have been elected or re-elected (as the case may be) except in any of the following cases:-
- 115.1 where at such meeting it is expressly resolved not to fill up such vacated office or a resolution for the election or re-election of such director is put to the meeting and lost; or
- 115.2 where such director has given notice in writing to the Company that he is unwilling to be elected or re-elected; or
- 115.3 where the default is due to the moving of a resolution in contravention of Article 111; or
- 115.4 where such director had 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 election or re-election is put to the meeting and lost and accordingly a retiring director who is elected or re-

elected or deemed to have been elected or re-elected will continue in office without a break.

116. Alternate directors

- 116.1 Any director may at any time appoint any other director or any other person approved by the Directors to be his alternate director and may at any time terminate such appointment. Any such appointment or termination shall be in writing and shall be effective upon delivery at the Office or at a meeting of the Directors.
- 116.2 Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director, would cause him to vacate such office.
- 116.3 An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointer as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director; at any such meeting he shall have one vote for each director for whom he acts as alternate director (in addition to his own vote if he is himself a director) but he shall count as only one for the purpose of determining whether a quorum be present. To such extent as the Directors may from time to time determine in relation to any committees of the Directors the foregoing sentence shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, an alternate director's signature to any resolution in writing of the Directors or of a committee of the Directors shall be as effective as the signature of his appointer. An alternate Director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purpose of these Articles.
- 116.4 An alternate director shall be entitled to hold any office or place of profit or to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. An alternate director shall not be required to hold any shares in the Company by way of qualification.

- 116.5 Every person acting as an alternate director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the director appointing him.

117. Proceedings of directors

- 117.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote. A director may, and the Secretary on the requisition of a director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to any director for the time being absent from the United Kingdom but the alternate director (if any) acting in his place shall (subject as stated in Article 116.3) be entitled to notice of such meeting. Any director may waive notice of any meeting and any such waiver may be retrospective.
- 117.2 Notice of meetings of the Directors shall be deemed to be duly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address in the United Kingdom or any other address in the United Kingdom given by him to the Company for this purpose.
- 117.3 Any Director may participate in a meeting of the Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director participating in a meeting in this manner shall be deemed to be present in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and 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.
118. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two of whom one may be an alternate director not being himself a director. A duly convened meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors.
119. A director who is in any way, whether directly or indirectly and whether for himself or through a person connected with him, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall declare the nature of his interest in accordance with the Statutes.
- 120.1 Save as provided in this Article 120, a director shall not vote as a director in respect of any contract, transaction or arrangement or proposed contract, transaction or arrangement or any other proposal whatsoever in which he has to his knowledge any interest which (together with any interest of any person connected with him) is a

material interest (otherwise in or through the Company), and if he shall do so his vote shall not be counted, nor in relation thereto shall he be counted in the quorum present at the meeting.

120.2 A director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution relating to any of the following matters namely:-

120.2.1 the giving of any security, guarantee or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings or its parent company (if any) or any other subsidiary undertakings of any such parent company; or

120.2.2 the giving of any security, guarantee or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which the director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security; or

120.2.3 an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings or its parent company (if any) or any other subsidiary undertakings of any such parent company for subscription or purchase in which offer he is or is to be or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate; or

120.2.4 any other company in which he is interested, directly or indirectly, and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder (otherwise than as a nominee for the Company or any of its subsidiary undertakings or its parent company (if any) or any other subsidiary undertakings of any such parent company) of or beneficially interested in one per cent or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or, of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article to be a material interest in all circumstances); or

120.2.5 a pension, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which had been approved for taxation purposes by the Inland Revenue or is conditional upon such approval or does not award him any privilege or benefit not awarded to the employees (including, without limitation, full time executive directors of the Company and/or any subsidiary undertaking or parent company of the Company and/or any other subsidiary undertaking of any such parent company) to whom such scheme relates; or

120.2.6 the purchase and/or maintenance of any insurance policy for the benefit of directors or for the benefit of persons including directors.

- 120.3 A director shall not vote or be counted in the quorum 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.
- 120.4 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more directors to offices or employments with 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 debarred from voting under the proviso to Article 120.24) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 120.5 If any question shall arise at any meeting as to the materiality of a director's interest or as to the entitlement of any director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any director (other than himself) shall be final and conclusive except in a case where the nature or extent of the interests of the director concerned has not been fully disclosed.⁹
121. The continuing directors may act notwithstanding any vacancy in their body, but if and so long as the number of directors is reduced below the minimum number fixed by or in accordance with these Articles the continuing directors or director may act for the purpose of filling such vacancies or of summoning general meetings, but not for any other purpose. If there be no directors or director able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors.
122. The Directors may elect a chairman of their meeting and one or more deputy chairmen and determine the period for which each is to hold office. If no chairman or deputy chairman shall have been elected, or if at any meeting neither the chairman nor a deputy chairman is present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.
123. A resolution in writing signed or (whether by letter, telex, facsimile transmission or otherwise in writing) approved by all the Directors (or by all members of a committee of the Directors) for the time being in the United Kingdom and entitled to vote on such resolution (provided that the number thereof would be sufficient to form a quorum for a meeting of the Directors) shall be as effective as a resolution passed at a meeting of the Directors or of such committee (as the case may be) duly convened and held and may consist of several documents in the like form, each signed or approved by one or more of the Directors or committee members (as the case may be) Provided that, where a director has appointed an alternate director but is not himself in the United Kingdom, the signature of such alternate director (if in the United Kingdom) shall be required.

⁹ By a special resolution passed on 14 August 1998, sub-Article 120.6 was deleted.

124. The Directors may from time to time to appoint committees consisting of such member or members of their body as they think fit, and may delegate any of their powers to any such committee (with power to sub-delegate), and may from time to time revoke any such delegation and discharge any such committee wholly or in part. Any committee formed by the Directors shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.
125. The meetings and proceedings of any such committee consisting of two or more directors shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under Article 124.
126. All acts done by the Directors or by a committee of the Directors or by any person held out by the Company to be a director shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any director or person held out as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and had continued to be a director and had been entitled to vote.

Borrowing powers

127. Subject to the provisions of Article 128 the Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property, assets and uncalled capital or any part thereof, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or its holding company (if any) or any subsidiary of the Company or its holding company or of any third party.
128. The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) so as to secure (as regards subsidiaries so far as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Group (which expression in this Article and Article 130 means and includes the Company and all its subsidiaries for the time being) and for the time being owing to persons outside the Group shall not without the previous sanction of an ordinary resolution of the Company exceed an amount equal to 3.5 times the amount of¹⁰ the Adjusted Capital and Reserves as hereinafter defined. The certificate of the Auditors for the time being as to the amount of the Adjusted Capital and Reserves at any time shall be conclusive and binding upon all concerned.
129. No person dealing with the Company or any of its subsidiaries shall by reason of the provisions of Article 128 be concerned to see or inquire whether the limit referred to therein 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 the security was given express notice that the limit hereby imposed had been or would thereby be exceeded.

¹⁰ The words "2.5 times the amount of" were inserted by a Special Resolution passed on 18 December 1995 and replaced by the words "3.5 times the amount of" were inserted by a Special Resolution passed on 7 March 2001.

130. For the purposes of Article 128:-

- 130.1 Notwithstanding any other provision of this Article any borrowings of a subsidiary shall only be taken into account to the extent that a member of the Group other than the borrower (or any subsidiaries of it) is expressed by the terms of the borrowings (or any guarantee of such borrowings) to be liable for the repayment of the principal or interest in respect of such borrowings.¹¹
- 130.2 there shall be deemed, subject as hereinafter provided, to have been borrowed and to be outstanding as borrowed moneys of the relevant member of the Group (to the extent that the same would not otherwise fall to be taken into account):-
- 130.2.1 the principal amount of all debentures of any member of the Group which are not for the time being beneficially owned within the Group;
- 130.2.2 the outstanding amount of the 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;
- 130.2.3 the nominal amount of any issued and paid up share capital (other than equity share capital) of any subsidiary of the Company not for the time being beneficially owned by other members of the Group;
- 130.2.4 the nominal amount of any other issued and paid up share capital and the principal amount 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 wholly or partly secured by any member of the Group; and
- 130.2.5 any fixed or minimum premium payable on final redemption or repayment of any debentures, share capital or other borrowed moneys falling to be taken into account;
- 130.3 moneys borrowed by any member of the Group for the purpose of repaying or redeeming (with or without premium) in whole or in part any other borrowed moneys falling to be taken into account and intended to be applied for such purpose within six months after the borrowing thereof shall not during such period, except to the extent so applied, themselves be taken into account;
- 130.4 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

¹¹ By a special resolution passed on 19 December 1997, Article 130.1 was deleted and replaced with the amended Article 130.1 as set out above.

part of the price receivable under such contract which is guaranteed or insured by the Export Credits Guarantee Department or other like institution carrying on a similar business shall be deemed not to be borrowed moneys;

- 130.5 moneys borrowed by a partly-owned subsidiary and not owing to another member of the Group shall be taken into account subject to the exclusion of a proportion thereof equal to the minority proportion and moneys borrowed and owing to a partly-owned subsidiary by another member of the Group shall be taken into account to the extent of a proportion thereof equal to the minority proportion and for the purposes aforesaid "minority proportion" shall mean the proportion of the issued equity share capital of the partly-owned subsidiary which is not attributable to the Company;
- 130.6 moneys borrowed by a company at the time it becomes a subsidiary of the Company shall for a period of six months from the date of its becoming a subsidiary be deemed not to be borrowed moneys;
- 130.7 borrowed moneys of any member of the Group expressed in or calculated by reference to a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either;
 - 130.7.1 at the rate of exchange specified in a forward purchase contract, currency option, back-to-back loan, swap or other arrangement taken out or entered into to reduce the risk associated with fluctuations in rates of exchange in respect of repayment of those moneys (a "hedging agreement"); or
 - 130.7.2 if repayment of those moneys has not been covered by a hedging agreement, at the more favourable to the Company of:
 - 130.7.2.1 the rate of exchange used for the conversion of that currency in the relevant balance sheet, or
 - 130.7.2.2 if no rate was used, the middle-market rate of exchange quoted by National Westminster Bank plc at the close of business in London on the date of the relevant balance sheet, or
 - 130.7.1.3 if it would result in a lower figure the middle-market rate of exchange quoted by National Westminster Bank plc at the close of business in London on the business day immediately preceding the day on which the calculation falls to be made;
- 130.8 the expression "Adjusted Capital and Reserves" shall mean at any material time a sum equal to the aggregate of:-
 - 130.8.1 the amount paid up or credited as paid up (including any premium) on the issued share capital of the Company; and

- 130.8.2 the aggregate amount standing to the credit of the consolidated capital and revenue reserves of the Company and its subsidiaries whether distributable or undistributable (including, without limitation, any share premium account, capital redemption reserve, revaluation reserve and profit and loss account) all as shown by the then latest audited consolidated balance sheet of the Company to have been laid before the members in general meeting but after:-
- 130.8.2.1 excluding any sums set aside for taxation (including deferred taxation);
 - 130.8.2.2 making such adjustments as may be appropriate in respect of any variation in the amount of such paid up share capital or any such reserves subsequent to the relevant balance sheet date, and so that for this purpose share capital allotted or unconditionally agreed to be allotted shall be deemed to have been issued and share capital already called up or payable at any fixed future date within the following six months shall be treated as already paid up and 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 six months after the date of allotment) shall, to the extent so underwritten, be deemed to have been paid up on the date when the issue of such shares was underwritten (or, if such underwriting was conditional, on the date when it became unconditional);
 - 130.8.2.3 making such adjustments as may be appropriate in respect of any distributions declared, recommended or made by the Company or its subsidiaries (otherwise than attributable directly or indirectly to the Company) out of profits earned up to and including the date of the latest audited consolidated balance sheet of the Company and its subsidiaries and quasi-subsiidiaries (as the case may be) to the extent that such distribution is not provided for in such balance sheet;
 - 130.8.2.4 making such adjustments as may be appropriate in respect of any variation in the interests of the Company in its subsidiaries since the date of the latest audited consolidated balance sheet of the Company and its subsidiaries and quasi-subsiidiaries;
 - 130.8.2.5 if the calculation is required for the purposes of or in connection with a transaction under or in connection with which any company is to become or cease to be a

subsidiary, making all such adjustments as would be appropriate if such transaction had been carried into effect;

130.8.2.6 excluding minority interests in subsidiaries;

130.8.2.7 excluding such part of the interests of the Company or a subsidiary in an Associated Company (as defined below), not being a subsidiary, as shall be attributable to any post-acquisition undistributed profits and reserves but including such interests at original cost, or, if lower, book value; and

130.8.2.8 after making such other adjustments (if any) as the Auditors may consider appropriate.

For the purpose of the above definition "Associated Company" means any company or partnership which shall be treated by the Auditors as an associated company or partnership for the purpose of any Statement of Standard Accounting Practice for the time being in issue relating to accounting for the results of associated companies published by the Accounting Standards Board or other relevant regulatory body.

130.9 The Directors shall be deemed not to be in breach of the provisions of Article 128 by reason of the borrowing restriction being exceeded immediately after and as a result of any new audited consolidated balance sheet being laid before the members in general meeting when immediately prior to such general meeting the borrowing restriction had not been exceeded by reference to the immediately preceding audited consolidation balance sheet but in such circumstances the Directors shall ensure that by not later than four months after the date of such general meeting the Company has sanctioned such excess borrowing by ordinary resolution or the aggregate amount of borrowed moneys remaining outstanding has been reduced to an amount not exceeding the borrowing restriction.

General powers of Directors

131 The business of the Company shall be managed by the Directors who may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company by ordinary resolution, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

- 132 The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby. The Directors may exercise all the powers of the Company under section 39 of the Act (relating to an official seal for use abroad) and under section 362 of the Act (relating to the keeping of overseas branch registers).
- 133 The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under or pursuant to these Articles) and for such period and subject to such conditions as the Directors may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. The Directors may remove any person appointed under this Article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.
- 134 All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
- 135 **Pension and related schemes**
- 135.1 The Directors may exercise all the powers of the Company to:-
- 135.1.1 establish or concur or join with other companies (being subsidiary undertakings of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, annuities, sickness or compassionate allowances, life assurance benefits, donations, gratuities or other benefits for employees (which expression as used in this Article shall include any director who may hold or have held any office or place of profit) and ex-employees of the Company and of any such other companies and their wives,

husbands, widows, widowers, relatives, families or dependants, or any class or classes of such persons;

135.1.2 pay, enter into agreements to pay or make grants (revocable or irrevocable and either subject or not subject to any terms or conditions) of pensions or other retirement, superannuation, death or disability benefits to employees and ex-employees and their wives, husbands, widows, widowers, relatives, families or dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or any such persons are or may become entitled under any such scheme or fund as aforementioned. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of or upon at any time after his actual retirement; and

135.1.3 procure the establishment and subsidy of or subscription to and support of nay institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid, or its members, and payments for or towards the insurance of any such person as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

135.2 The Directors may also sanction the exercise of any power conferred upon the Company by section 719 of the Act (relating to the making of provision for employees on cessation or transfer of business).

Secretary

136 The Secretary shall be appointed by the Directors for such short term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. If thought fit, two or more persons may be appointed as joint secretaries.

137 The Directors may at any time and from time to time appoint any person to be an assistant or deputy secretary of the Company and anything authorised or required by these Articles or by law to be done by or to the Secretary may be done by or to any such assistant or deputy secretary. Any assistant or deputy secretary so appointed may be removed by the Directors.

138 A provision of the Statutes 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

- 139 The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed autographically by one director and the Secretary or some other person appointed by the Directors for the purpose or by two directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical or facsimile signature.

Authentication of documents

- 140 Any director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee of the Directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting of, the Company or of the Directors or any committee of the Directors which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of proceedings at a duly constituted meeting.

Reserves

- 141 Subject to the Statutes the Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits.

Dividends

- 142 The Company may by ordinary resolution declare dividends but no such dividend shall be payable except out of the profits of the Company available for distribution in accordance with the provisions of the Statutes, or in excess of the amount recommended by the Directors or in contravention of these Articles.¹²
- 143 Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential or special rights in regard to dividend, the profits of the Company which it shall from time to time be determined to distribute by

¹² By a special resolution passed on 14 August 1998, the last sentence in Article 142 was deleted.

way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls and so that all dividends shall be apportioned and paid pro rata according to the portion or portions of the period in respect of which the dividend is paid during which any such amount or amounts were paid up. Provided that if any share be issued upon terms providing that it shall rank for dividend as from or after a particular date, or be entitled to dividends declared after a particular date, such share shall rank for or be entitled to dividend accordingly. Dividends may be paid or declared in any currency. The Directors may agree with any member that dividends which at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another and may agree the basis of conversion to be applied and how and when the amount to be paid in other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

- 144 If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay the dividends on any class of shares carrying a dividend expressed to be payable on fixed dates on the date(s) prescribed for the payment thereof and subject thereto may also from time to time pay interim dividends of such amounts and on such dates as they think fit. If the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of any interim dividend on any shares having non-preferred or deferred rights.
- 145 Subject to the provisions of and save as provided by the Statutes, if the Company shall issue shares at a premium, whether for cash or otherwise, the Directors shall transfer a sum equal to the aggregate amount or value of the premiums to an account to be called "Share Premium Account" and any amount for the time being standing to the credit of such account shall not be applied in the payment of dividends.
- 146 No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.
- 147 The Directors may deduct from any dividend or other moneys payable to any member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company.
- 148 The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of when the lien exists.
- 149 Subject to the provisions of Article 150, the Directors may also retain any dividend or other moneys otherwise payable on or in respect of a share if:-
 - 149.1 a notice has been duly served in respect of the share pursuant to section 212(1) of the Act or any other provision of the Statutes concerning the disclosure of interests in voting shares; and
 - 149.2 the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent of that class of share; and

- 149.3 the person or persons on whom the notice was served failed to comply with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service thereof) and remains in default in complying with such notice.
- 150.1 Where any right of retention has arisen under the provisions of Article 149 with regard to a particular share, it shall cease to be applicable to that share (and so that, subject to the provisions of Article 151, and dividend or other moneys retained pursuant to the provisions of Article 149 in respect of that share shall again become payable) upon:-
- 150.1.1 the person or persons on whom the notice referred to in Article 149 was served ceasing to be in default in complying with such notice; or
 - 150.1.2 the Directors deciding (in their absolute discretion) that such right of retention shall cease to be applicable to that share; or
 - 150.1.3 the expiry of the period of seven days commencing on the date of receipt by the Company at the Transfer Office of a bona fide notice of the sale of that share through a recognised investment exchange (as defined in the Financial Services Act 1986) or other recognised market or as a result of an acceptance of a take-over offer (which shall mean an offer to all of the holders, or to all of the holders than the offeror and his nominee, of shares in the Company to acquire such shares or a specified proportion or number thereof or to all of the holders, or to all of the holders other than the offeror and his nominee, of a particular class of those shares to acquire the shares of that class or a specified proportion or number thereof)
- as the case may be and whichever shall first occur.
- 150.2.1 If and for long as a person is in default in complying with such a notice as is referred to in Article 149, the consequences of such default under that Article shall also apply (but with effect from allotment) to any additional share allotted after service of the notice in right of the shares which were the subject of the notice (including, without limitation, any share allotted pursuant to a rights issue or a bonus issue) as if such additional share had also been the subject of the notice.
 - 150.2.2 For the purposes of Article 149 and the foregoing provisions of this Article 150, a person shall be deemed to be in default in complying with such a notice as is referred to in those Articles if he fails or refuses to give all the information required by the notice to the satisfaction of the Directors or if he gives information which he knows to be false or if he recklessly gives information which is false.
151. All unclaimed and retained dividends may be invested or otherwise made use of by the Directors for the benefit of the Company as they shall think fit until the same be claimed or cease to be liable to retention pursuant to these Articles and so that the Company shall not thereby be constituted as a trustee in respect thereof and any

dividend remaining unclaimed or retained in accordance with these Articles after a period of twelve years from the date such dividend becomes due for payment shall be forfeited and shall revert to the Company.

152. With the sanction of an ordinary resolution of the Company any dividend may be paid and satisfied, either wholly or in part, by the distribution of specific assets, and in particular of paid up shares or debentures of any other company, or partly in one way and partly in the other, 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.
153. If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.
154. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto (or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person at such address as such member or person or persons may by writing direct or by bank or other funds transfer systems as the Directors may consider appropriate. Every such cheque, warrant or transfer shall be made payable to, or to the order of, the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct. Payment of a cheque or warrant by the banker upon whom it is drawn or (as the case may be) the debiting of the Company's account in respect of a bank or funds transfer shall be a good discharge to the Company. Every such cheque, warrant or transfer shall be sent at the risk of the person entitled to the money represented thereby.
155. Notwithstanding the provisions of Article 154 or any direction given to the Company pursuant thereto, the Company may stop sending dividend warrants by post in relation to a share if:
 - 155.1 dividend warrants have been sent by post and returned undelivered or left uncashed for a period of at least six months on two consecutive occasions; or
 - 155.2 a dividend warrant has been sent by post to the registered address of the member or person entitled to the dividend on that share, returned undelivered or left uncashed for a period of at least six months and thereafter reasonable enquiries have failed to establish any new address of such member or person.
156. Any resolution declaring or resolving to pay 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 such dividend shall be payable to the persons registered

as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and in such event such dividend shall be payable to them in accordance with their respective holdings so registered notwithstanding any subsequent transfer or transmission of such shares, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall mutatis mutandis apply to capitalisations to be effected in pursuance of Article 157.

Capitalisation of profits and reserves

157. The Directors may with the authority of any ordinary resolution of the Company:-

- 157.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital reserves;
- 157.2 appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full any unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any reserves which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- 157.3 resolve that any shares allotted under this Article to any member in respect of a holding by him of any partly paid ordinary shares shall, so long as such ordinary shares remain partly paid, rank for dividends only to the extent that such partly paid ordinary shares rank for dividend;
- 157.4 make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article 157 in fractions;
- 157.5 authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made (whether or not in writing) under such authority being binding on all such members; and
- 157.6 generally do all acts and things required to give effect to such resolution as aforesaid.

Minutes and books

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

158.1 of all appointments of officers made by the Directors;

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

158.3 of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees of the Directors

and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such appointments were made, or such directors were present, or such resolutions were passed or proceedings held (as the case may be), or by the chairman of the next succeeding meeting of the Company or the Directors or committee (as the case may be), shall be sufficient evidence without any further proof of the facts therein stated.

159. The Directors shall duly comply with the provisions of the Statutes and in particular the provisions in regard to registration of charges and in regard to keeping a register of members, a register of directors and secretaries, a register of charges, a register of directors' interests and a register for recording information relating to interests in the share capital of the Company, and to the production and furnishing of copies of or extracts from such registers, and in regard to keeping and making available for inspection copies and memoranda of directors' service contracts.

160. Any register, index, minute book, book of account or other book required by these Articles or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.

Accounts

161. The Directors shall cause proper books of account of the Company to be kept and the provisions of the Statutes in this regard shall be complied with.

162. The books of account shall be kept at the Office, or at such other place within Great Britain as the Directors think fit, and shall always be open to the inspection of the Directors. No member (other than a director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors.

163. The Directors shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before a general meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary.

164. A printed copy of every balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Statutes or of these Articles Provided that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. Whenever any of the shares, debentures or other securities of the Company are listed or otherwise quoted or dealt in on the London Stock Exchange or any other recognised stock exchange, there shall be forwarded to the appropriate officer of such stock exchange such number of copies of such documents as may for the time being be required under its regulations or practice.

Auditors

165. The provisions of the Statutes as to the appointment, powers, rights, remuneration and duties of the Auditors shall be complied with.
166. 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.
167. The Auditors shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns them as auditors.

Notices

168. 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 by post in a pre-paid cover addressed to such member at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.
169. In the case of joint holders of a share all notices shall be given to that one of the joint holders (if any) described in the Register as having an address for service in the United Kingdom whose name stands first in the Register and notice so given shall be sufficient notice to all the joint holders.
170. A person entitled to a share in consequence of the death or bankruptcy of a member shall (upon supplying to the Company such evidence as the Directors may reasonably

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

171. A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for service of notices shall not be entitled to receive notices from the Company.
172. 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.
173. If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.
174. Any notice required to be given by the Company to members and not expressly provided for by these Articles or the Statutes shall be sufficiently given if given by advertisement. Any notice required to be or which may be given by advertisement pursuant to this Article shall be advertised once in at least one national daily newspaper and shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears.
175. Any notice or other document may be served or delivered by the Company by reference to the Register as it stands at any time not more than 15 days before the date of service or delivery. No change in the Register after that time shall invalidate that service or delivery. Where any notice or other document is served on or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document but shall be bound by every notice (other than such a notice as is described in Articles 87.2 and 87.3) in respect of such shares which previously to his name and address being entered in the Register shall be duly given to the person from whom he derives his title to such shares.
176. The signature to any notice to be given by the Company may be written or printed.

Untraced shareholders

177. In addition and without prejudice to the provisions of Article 155, where the registered address of any member appears to the Directors to be incorrect or out date such member may, if the Directors so resolve, be treated as if he had no registered address, and the Company will not thereafter be obliged to send to such member notices of meetings or copies of the documents referred to in Article 164 or any of them; provided that no resolution as aforesaid shall be moved by the Directors until notices or other documents sent to the registered address of such member have been returned undelivered on at least two consecutive occasions or, following one such occasion, reasonable enquiries have failed to establish a new address of such member.
178. The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission if and provided that:-
- 178.1 for a period of twelve years no cheque or warrant sent by the Company through the post in a prepaid envelope addressed to the member or to the person entitled by transmission to the share at his address on the Register or other the last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission; and
- 178.2 no less than three dividend warrants have been sent by post to the address referred to in Article 178.1 in the twelve year period referred to in that Article; and
- 178.3 the Company has at the expiration of the said period of twelve years by advertisement in both a national daily newspaper and in a newspaper circulating in the area in which the address referred to in Article 178.1 is located given notice of its intention to sell such share; and
- 178.4 the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the member or person entitled by transmission; and
- 178.5 the Company has first given notice in writing to the Quotations Department of the London Stock Exchange of its intention to sell such shares and complied with the requirements of that Exchange in relation thereto
- and if, during any twelve year period referred to in Article 178.1, further shares have been allotted in right of those held at the beginning of such period or of any previously allotted during such period and all the requirements of Articles 178.3 to 178.5 inclusive have been satisfied in regard to such further shares, the Company may also sell those further shares.

Upon any such sale as aforesaid the Directors may appoint some person to execute or otherwise effect a transfer of the share or shares sold to the purchaser in the name and on behalf of the registered holder thereof or the person (if any) entitled by transmission to such share or shares and may enter the purchaser's name in the Register as holder thereof, and the purchaser shall not be bound to see to the regularity or validity of, or be affected by any irregularity or invalidity in, the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. The Company shall account to the member or other person entitled to such share for the net proceeds of such sale and shall be deemed to be his debtor and not a trustee for him in respect of the same. Any moneys not accounted for to the member or other person entitled to such share shall be carried to a separate account and shall be permanent debt of the Company. Moneys carried to such separate account may either 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.

Winding up

179. Subject to any special rights for the time being attached to any class of shares, on a return of assets on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be distributed in proportion to the amounts paid up or deemed to be paid up on the shares of the Company then in issue.
180. If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of an extraordinary resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members of different classes of members but so that if any such division shall be otherwise than in accordance with the existing rights of the members every member shall have the same right of dissent and other ancillary rights as if such resolution were a special resolution were a special resolution passed in accordance with section 110 of the Insolvency Act 1986. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

181. Destruction of documents

181.1 The Company shall be entitled to destroy:-

- 181.1.1 all instruments of transfer which have been registered – at any time after the expiration of six years from the date of registration thereof.

- 181.1.2 all dividend mandates and any variations or cancellations thereof and all notifications of change of address – at any time after the expiration of two years from the date of recording thereof;
- 181.1.3 all registered share certificates which have been cancelled – at any time after the expiration of one year from the date of such cancellation;
- 181.1.4 all paid dividend warrants and cheques - at any time after the expiration of one year from the date of actual payment thereof;
- 181.1.5 all instruments of proxy which have been used for the purpose of a poll – at any time after the expiration of one year from the date of such use save that, in the case of proxies which are used for the purpose of a poll at an adjourned meeting as well as at the original meeting such period of one year shall commence on the date of the last such use;
- 181.1.6 all instruments of proxy which have not been used for the purpose specified in Article 181.1.5 – at any time after one month from the end of the meeting (or any adjournment thereof) to which the instrument relates; and
- 181.1.7 any other document on the basis of which any entry in the Register has been made – at any time after the expiration of six years from the date on which 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 entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid and effective document duly and properly cancelled, that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company and that every paid dividend warrant and cheque so destroyed was duly paid.

- 181.2 The foregoing provisions of the Article 181 shall apply only to the destruction of a document in good faith and without express notice to the Company of any claim (regardless of the parties thereto) to which the document might be relevant.
- 181.3 Nothing contained in this Article 181 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 Article 181.2 are not fulfilled.
- 181.4 References in this Article 181 to the destruction of any document include references to the disposal thereof in any manner.

Indemnity

182. Subject to the provisions of and so far as may be permitted by the Statutes the Company may purchase and maintain for any director or other officer, insurance against any liability. Subject to those provisions but without prejudice to any indemnity to which the person concerned may be otherwise entitled every director, alternate director, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including without prejudice to the generality of the foregoing all costs, charges, losses, expenses and liabilities incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted, or alleged to have been done or omitted, by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the courts.

Names, addresses and descriptions of Subscribers

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Norwich

Norfolk

NR6 7HG

CORPORATE CONTROLLER

ANTHONY JUSTIN GERAD MCGURK

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NR2 3JJ

SOLICITOR

Dated: 25 February 1993

Witness to the above signatures:-

CHRISTINE LITCHFIELD

10 Garden Road

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NR26 8HT

SECRETARY