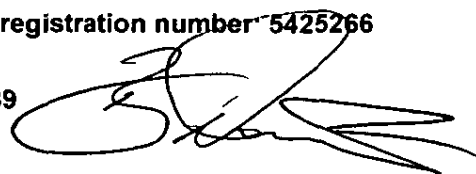


Company registration number 5425266

THE COMPANIES ACTS 1985 AND 1989



PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

GAMING TECHNOLOGY SOLUTIONS PLC

FRIDAY



LD2 "LELVN4TZ" 14/11/2008 191
COMPANIES HOUSE

Incorporated 15 April 2005

Adopted by special resolution passed on 31st October
2008

PRELIMINARY

- 1 No regulations set out in any schedule to any statute or statutory instrument concerning companies (including the regulations in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007) shall apply as regulations or articles of association of the Company

DEFINITIONS AND INTERPRETATION

2 1 *Definitions*

In these Articles (except where the context otherwise requires) the following words and expressions shall have the following meanings

"Act"	the Companies Act 1985,
"Auditors"	the auditors of the Company from time to time,
"Board"	the board of Directors of the Company or the Directors present at a meeting of Directors at which a quorum is present,
"business day"	a week day on which banks are generally open for business in the City of London,

"clear days"	in relation to the period of a notice, 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,
"Companies Acts"	the Act and every statute concerning companies and all regulations and other subordinate legislation made thereunder from time to time insofar as the same applies to the Company,
"Company"	Gaming Technology Solutions (company registration number 5425266),
"Crest"	the electronic system for the transfer of shares and other securities operated by CRESTCo Limited,
"debenture" and "debenture holder"	include debenture stock and debenture stockholder respectively,
"Directors"	those persons holding office as directors of the Company from time to time,
"electronic"	actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and " by electronic means " means by any manner capable of being so actuated and shall include e-mail and or other data transmission services,
"executed"	includes any mode of execution,
"Executive Director"	an Executive Chairman, Chief Executive Director, Managing Director, Joint Managing Director or Assistant Managing Director of the Company or a Director who is the holder of any other employment or executive office with the Company,
"held"	in relation to shares, the shares entered in the Register as being held by a Member and term " holder " shall be construed accordingly,
"Member"	a member of the Company,
"month"	calendar month,

"Office"	the registered office of the Company from time to time,
"paid up"	paid up or credited as paid up and includes any sum paid by way of premium,
"person"	individuals, bodies corporate and all other legal persons,
"present in person"	in the case of an individual, that individual or his lawfully appointed attorney being present in person and, in the case of a corporation, being present by duly authorised representative or lawfully appointed attorney and, in relation to meetings, "in person" shall be construed accordingly,
"recognised investment exchange"	the meaning ascribed by section 417 of the Financial Services and Markets Act 2000,
"recognised person"	a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange,
"Register"	the register of Members of the Company,
"Registrars"	the registrars of the Company from time to time,
"Regulations"	the Uncertified Securities Regulations SI 2001 No 3755,
"relevant system"	a relevant system as referred to in the Regulations to include Crest,
"Seal"	the common seal of the Company or any official seal that the Company may be permitted to have under the Companies Acts and these Articles,
"Secretary"	any person appointed by the Board to perform any of the duties of company secretary and includes a joint, deputy or assistant secretary,
"Stock Exchange"	the London Stock Exchange Plc or any successor body carrying on its functions,

"these Articles"

these articles of association in their present form as altered from time to time,

"United Kingdom"

Great Britain and Northern Ireland

2.2 Interpretation

In these Articles (except where the context otherwise requires)

- (a) references to persons include natural persons, partnerships, bodies corporate, corporations, associations and other legal entities, use of the singular includes the plural and vice versa, words importing a particular gender do not exclude other genders,
- (b) references to statutory provisions or the provisions of subordinate legislation shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are re-enactments (whether with or without modification),
- (c) references to "writing" include typewriting, word processing or other electronic form, printing, lithography, photography and other modes of representing or reproducing words in a legible and non-transitory form and "written" shall be construed accordingly,
- (d) the word "including" shall be deemed to mean "including (without limitation)" and any words following shall not be construed as an exhaustive list or so as to limit the generality of the wording preceding "including",
- (e) any words or expressions defined in the Act in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such part (as the case may be),
- (f) where for any purpose reference is made to an ordinary resolution of the Company, a special or extraordinary resolution shall also be effective, and where reference is made to an extraordinary resolution a special resolution shall also be effective, and
- (g) headings are inserted for convenience only and shall not affect the construction or interpretation of these Articles

REGISTERED OFFICE

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

CAPITAL

4 Authorised Capital

The authorised share capital of the Company at the date of the adoption of these Articles is £10,000,000 divided into 200,000,000 ordinary shares of £0.05 each

5 Numbering of Shares

If and for so long as all the issued shares in the capital of the Company or all the issued shares of a particular class are fully paid up and rank *pari passu* for all purposes, then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number.

SHARES

6 Share rights

Subject to the provisions of these Articles and the Companies Acts, and in particular to those conferring rights of redemption, and without prejudice to any special rights conferred on the holders of any shares or class of shares, any shares in the Company may be issued with or have attached to them such preferred, deferred, qualified or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may by ordinary resolution determine or, if there has not been any such determination or so far as the same shall not make specific provision, as the Board may determine.

7 Redeemable Shares

Subject to the Companies Acts, any shares may, with the sanction of a special resolution, be issued on terms that they are, or at the option of the Company or the holder are liable, to be redeemed. Subject as aforesaid, the terms and manner of redemption shall be provided for by special resolution passed before the issue of such shares.

8 Share warrants to bearer

8.1 The Board may issue share warrants to bearer in respect of any fully paid shares under the Seal or in any other manner authorised by the Board. Any share while represented by such warrant shall be transferable by delivery of the warrant relating to it. In any case in which a warrant is so issued, the Board may provide for the payment of dividends or other moneys on the shares represented by the warrant by coupons or otherwise. The Board may decide, either generally or in any particular case, that any signature on a warrant may be applied by mechanical means or printed on it or that the warrant need not be signed by any person.

8.2 The Board may determine, and from time to time vary, the conditions on which share warrants to bearer shall be issued and, in particular, the conditions on which

- (a) a new warrant or coupon shall be issued in place of one worn-out, defaced, lost or destroyed (but no new warrant shall be issued unless the Company is satisfied beyond reasonable doubt that the original has been destroyed), or
- (b) the bearer shall be entitled to attend and vote at general meetings, or
- (c) a warrant may be surrendered and the name of the bearer entered in the Register in respect of the shares specified in the warrant.

The bearer of such a warrant shall be subject to the conditions for the time being in force in relation to the warrant, whether made before or after the issue of the warrant. Subject to

those conditions and to the provisions of the Companies Acts, the bearer shall be deemed to be a Member and shall have the same rights and privileges as he would have if his name had been included in the Register as the holder of the shares comprised in the warrant

9 Method of varying rights

Subject to the Companies Acts and the terms of their issue, all or any of the rights and restrictions for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be varied, added to or abrogated with the consent in writing of the holders of not less than 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

10 When rights deemed to be varied

10 1 The rights conferred upon the holders of any shares or class of shares shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority to them for payment of a dividend or repayment of capital but shall not, unless otherwise expressly provided in these Articles or the rights attaching to, or the terms of issue of, such shares, be deemed to be varied or abrogated by

(a) the creation or issue of further shares ranking *pari passu* with them or subsequent to them save as to the date from which such new shares shall rank for dividends, or

(b) subject to Article 6, a purchase by the Company of its own shares

11 Residual allotment powers over shares

Subject to the provisions of the Companies Acts and these Articles relating to authority, pre-emption rights or otherwise and of any resolutions of the Company in general meeting, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine

12 Commissions

The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Companies Acts as consideration for subscribing or agreeing to subscribe (whether absolutely or conditionally), or procuring or agreeing to procure, subscriptions (whether absolute or conditional) for shares. The commissions and brokerage may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other

13 Trusts not recognised

Except as ordered by a Court of competent jurisdiction or as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice of it) any equitable, contingent, future or partial interest in any share or any interest in any fractional

part of a share or (except only as otherwise provided by these Articles or by law) any other right in respect of any share except an absolute right to the entirety of it in the registered holder

14 Members' rights to share certificates

Every Member (other than a recognised person or a holder of shares in respect of which the Company is not by law required to complete and have ready for delivery a certificate) on becoming the holder of any shares shall be entitled, without payment, to receive within one month after allotment and within five business days of lodgement of a duly stamped (or adjudicated as exempt from stamp duty) transfer (unless the conditions of issue provide for a longer interval) one certificate for all such shares of any one class or, upon payment of such reasonable out-of-pocket expenses as the Board may from time to time determine for every certificate after the first, several certificates each for one or more of such shares of such class. In the case of a share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A Member (other than a recognised person) who has transferred part of the shares comprised in his registered holding shall be entitled to a certificate for the balance without charge. Every certificate shall specify the shares to which it relates and the amount paid up on them. A certificate shall be issued within one month after the date of expiration of any right of renunciation (or within such other period as the terms of allotment provide) or (in the case of the transfer of shares) within ten business days after the lodgement with the Registrar of the transfer, not being a transfer which the Company is entitled to refuse to register and does not register.

15 Replacement certificates

If a share certificate is defaced, worn out, lost or destroyed it may be replaced without fee, but on such terms (if any) as to evidence and indemnity and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of defacement or wearing out, on delivery up of the old certificate to the Company.

16 Certificates to be issued under seal

All forms of certificate for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates and other like documents) shall be issued under the Seal or in such other manner as the Board may authorise. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificate need not be autographic but may be affixed to such certificate by some mechanical or electronic means or may be printed on it or that such certificate need not be signed by any person.

17 Shares held in uncertificated form

17.1 The Company may issue shares which may be held, evidenced and transferred through a relevant system in uncertificated form. Where any share is held in uncertificated form, the Company shall not issue, and no person shall be entitled to receive, a certificate in respect of such share at any time and for so long as the title to that share is evidenced otherwise than by a certificate, and transfers may be made otherwise than by a written instrument by virtue of the Regulations. Title to shares in issue at the date of adoption of these Articles may be transferred and evidenced by a relevant system.

- 17 2 The Board shall have power to implement any arrangements as they may, in their absolute discretion, think fit in relation to the evidencing and transfer of shares held in uncertificated form (subject always to the Regulations and the facilities and requirements of the relevant system concerned)
- 17 3 Conversion of shares held in certificated form into shares held in uncertificated form, and vice versa, may be made in such manner as the Board may, in its absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned)
- 17 4 The Company shall enter on the Register how many shares are held by each Member in uncertificated form and in certificated form and shall maintain the Register in each case as is required by the Regulations and the relevant system concerned
- 17 5 Notwithstanding any provision of these Articles, a class of shares shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Regulations which apply only in respect of certificated or uncertificated shares
- 17 6 The provisions of Articles 14, 15 and 16 shall not apply to uncertificated shares
- 17 7 Any provision in these Articles in relation to the shares shall not apply to any uncertificated shares to the extent that they are inconsistent with the holding of any shares in uncertificated form, the transfer of title to any shares by means of a relevant system and any provision of the Regulations.
- 18 **Pre-emption on the issue of shares**
- 18 1 Unless otherwise determined by special resolution of the Company, any unissued shares in the Company which the Directors propose to issue from time to time shall, before they are issued, be offered to all the Members in proportion to the number of shares held by them respectively (and such offer shall be at the same price and on the same terms to each such Member) Such offer shall be made by notice specifying the number of shares offered, the proportionate entitlement of the relevant Member, the price per share and limiting a period (being not less than twenty business days) within which the offer, if not accepted, will be deemed to be declined After the expiration of such period the Directors shall offer any shares so declined to the persons who have, within the said period, accepted all the shares offered to them in the same manner as the original offer and limited by a further period of not less than ten business days If any shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such shares At the expiration of the time limited by the notice(s) the Directors shall allot the shares so offered to or amongst the Members who have notified their willingness to take all or any of such shares in accordance with the terms of the offer No Member shall be obliged to take more than the maximum number of shares he has indicated his willingness to take
- 18 2 Any share not accepted pursuant to Article 18 1 above or not capable of being offered pursuant to Article 18 1 except by way of fractions, and any shares released from the provisions of Article 18 1 by special resolution of the Company, shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit, provided that no share shall be issued at a discount and provided further that, in the case of shares not

accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members

18 3 Section 89(1) and sub-sections (1) to (6) of section 90 of the Act shall not apply to the Company

18 4 Save as provided to the contrary by these Articles, the Directors are generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital of the Company from time to time at any time or times during the period of five years from the date of the adoption of these Articles and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting

LIEN

19 Company to have lien on shares

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable (whether presently or otherwise) in respect of such share and the Company shall also have a lien on all shares (other than fully paid shares) standing registered in the name of a sole holder (or the personal representatives of a deceased sole holder) for all sums payable by him or his estate to the Company. The Company's lien on a share shall extend to all dividends and other moneys payable and distribution of assets attributable to or in respect of it. The Board may at any time either generally or in any particular case waive any lien that has arisen, or declare any share to be wholly or in part exempt from the provisions of this Article

20 Enforcement of lien by sale

The Company may sell, in such manner as the Board may think fit (for which purposes the Board may authorise the conversion of shares to be sold which are certificated shares into uncertificated shares, and vice versa so far as is consistent with the facilities and requirements of the relevant system concerned), any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen clear days after a notice, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment, has been served on the holder for the time being of the share or the persons (if any) entitled to the share by reason of his death or bankruptcy

21 Application of proceeds of sale

The net proceeds of the sale by the Company of any share on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as the same is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the share sold and subject to a like lien for debts or liabilities not presently payable as existed upon the share or were payable by a

single holder (or his personal representatives) to the Company prior to sale) be paid to the holder immediately before such sale of the share. For giving effect to any such sale the Board may authorise some person to transfer the share sold to, or in accordance with the directions of its purchaser. The transferee shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the sale.

CALLS ON SHARES

22 Power to make calls

Subject to the provisions of these Articles and to the terms of allotment of shares, the Board may from time to time make calls upon the Members in respect of any money unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not by the terms of issue of the shares made payable at a date fixed by or in accordance with such terms of issue. Each Member shall (subject to the Company serving upon him at least fourteen clear days' notice specifying the time or times and place of payment) pay to the Company at the time or times so specified the amount called on his shares. A call may be wholly or partly revoked or postponed, as the Board may determine. A Member shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

23 Time when call made

A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.

24 Liability of joint holders

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

25 Interest and costs payable

25.1 If a sum called in respect of a share is not paid on or before the day appointed for payment of it, the person from whom the sum is due shall pay

- (a) all costs, charges and other expenses incurred by the Company as a result of the non-payment, and
- (b) interest on the sum from the day appointed for payment of it to the day of actual payment at such rate, not exceeding (unless the Company by ordinary resolution shall otherwise direct) two per cent per annum above the base rate for the time being of HSBC Bank plc, or such lower rate as the Board may determine,

but the Board shall be at liberty to waive payment wholly or in part.

26 Suspension of rights while calls unpaid

No Member shall be entitled to receive any dividend or other payment or distribution or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a Member, until

he shall have paid all calls for the time being due and payable on every share held by him whether alone or jointly with any other person, together with interest and expenses (if any)

27 Deemed calls

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

28 Differentiation on calls

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

29 Payment of calls in advance

The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate, as may be agreed upon between the Board and the Member paying such sum in advance. No part of any such advance shall be taken into account in ascertaining the amount of the dividends payable on the shares

FORFEITURE AND SURRENDER OF SHARES

30 Notice requiring payment of call

If a Member or a person entitled to a share by transmission fails to pay any call or instalment of a call on the day appointed for payment, the Board may at any time thereafter, during such time as any part of such call or instalment remains unpaid, serve a notice on the person from whom the payment is due requiring payment of so much of the call or instalment as is unpaid, together with any interest at such rate not exceeding two per cent per annum above the base rate for the time being of HSBC Bank plc or such lower rate as the Board may determine, which may have accrued, and any expenses incurred by the Company by reason of such non-payment

31 Further date for compliance

The notice shall name a further day (not being less than fourteen clear days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the share in respect of which such call was made or instalment is payable will be liable to be forfeited

32 **Forfeiture for non-compliance**

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments and interest due in respect of them has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not paid before the forfeiture.

33 **Notice of forfeiture to be served**

When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share or the person entitled to the share by transmission (as the case may be), and an entry to the effect that such notice has been given, and of the forfeiture, with the date shall forthwith be made in the Register against 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 any such entry.

34 **Sale of forfeited shares**

Until cancelled in accordance with the requirements of the Companies Acts, a forfeited share shall be deemed to be the property of the Company and may, subject to the provisions of the Companies Acts, be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder or otherwise entitled to it or to any other person upon such terms and in such manner as the Board shall think fit. At any time before a sale, re-allotment or other disposition the forfeiture may be annulled by the Board on the payment of all calls and interest due on such calls and all expenses incurred in respect of the share, or on compliance with the terms of any notice served under section 212 of the Act, as appropriate, and on such terms (if any) as the Board may think fit. If the share is not sold within three years of the date of forfeiture, it shall be cancelled and the amount of the share capital shall be diminished by the nominal value of the share.

35 **Liability following forfeiture**

A person any of whose shares have been forfeited shall thereupon cease to be a Member in respect of the forfeited shares and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with interest thereon at such rate not exceeding two per cent per annum above the base rate for the time being of HSBC Bank plc, or such lower rate, as the Board may determine, from the date of forfeiture until payment and to satisfy all (if any) claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture or surrender. The Company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal.

36 **Evidence of Forfeiture**

A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited on the date stated in that declaration shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. Such declaration, together with the receipt of the Company for the

consideration (if any) given for the share on its sale or disposition and, in the case of certificated shares, a certificate for the share delivered to the person to whom the share is sold or disposed of, shall constitute good title to the share. The Company may receive the consideration (if any) given for the share on its sale, re-allotment or other disposition and the Board may authorise some person to transfer the share to the person to whom the same is sold, re-allotted or disposed of, and the latter shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the share. The person who becomes registered as the holder of the share shall be discharged from all calls made before such sale, re-allotment or disposal of the share.

37 Extinction of rights

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 of all sums then paid up on it and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Companies Acts given or imposed in the case of past members.

38 Surrender

The Board may accept the surrender of any share liable to be forfeited and, in such case, references in these Articles to forfeiture shall include surrender.

TRANSFER OF SHARES

39 Form and execution of transfer of certificated shares

Subject to such of the restrictions of these Articles as may be applicable, any Member may transfer all or any of his shares, in the case of certificated shares, by an instrument of transfer in the usual common form or in any other manner (whether or not by written instrument) which the Board may approve. Any written instrument of transfer of a share shall be signed by or on behalf of the transferor and also (in the case of a partly paid share) the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect of it.

40 Recognition of renunciation of entitlement

The Board may, at any time after the allotment of any share but before any person has been entered in the Register as the holder, recognise a renunciation of the share 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 Board may think fit to impose.

41 Transfer of uncertificated shares

In the case of uncertificated shares, and subject to the Companies Acts, but notwithstanding any other provision in these Articles, a Member shall be entitled to transfer his shares and other securities by means of a relevant system.

42 Closure of the Register

The Register may be closed at such times and for such periods as the Board may from time to time determine, not exceeding altogether 30 days in each year, upon notice being given by advertisement in a leading daily newspaper and in such other newspaper (if any) as may be required by the Companies Acts

43 Board may decline to register transfer of partly paid share

The Board may, without giving any reason, decline to register any transfer of any share which is not a fully paid share providing that any such refusal will not prevent dealings in the shares from taking place on an open and proper basis

44 Board may decline to register other transfers

44 1 The Board may decline to register a transfer of any share to a person known to be a minor, bankrupt or person who is mentally disordered or a patient for the purpose of any statute relating to mental health

44 2 The Board may also decline to register any transfer unless

- (a) any written instrument of transfer, duly stamped, is lodged with the Company at the Office or such other place as the Board may appoint accompanied by the certificate for the shares to which it relates (except in the case of a transfer by a recognised person or a holder of such shares in respect of whom the Company is not required by law to deliver a certificate and to whom a certificate has not been issued in respect of such shares), and
- (b) there is provided such evidence as the Board may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so, and
- (c) any instrument of transfer is in respect of only one class of share, and
- (d) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four

45 Notice of refusal to register

If the Board declines to register a transfer it shall, within ten business days or such other period (if any) as may be prescribed by the Companies Acts, send to the transferee notice of the refusal

46 No fee payable on registration

No fee shall be charged by the Company for registering any transfer, probate, letters of administration, certificate of death or marriage, power of attorney, distringas or stop notice, order of court or other instrument relating to or affecting the title of any share, or otherwise making any entry in the Register relating to any share

47 **Retention of transfers**

The Company may retain an instrument of transfer which is registered, but a transfer which the Directors refuse to register shall (except in the case of known or suspected fraud) be returned to the person lodging it when notice of the refusal is given

48 **Pre-emption on the transfer of shares**

48 1 The right to transfer shares, or any interest in shares, shall be subject to the following restrictions and provisions. References in this Article 48 to "**Shares**" or "**Sale Shares**" shall include any interest in or grant of contractual rights or options over or in respect of any such Shares

48 2 Any Member (a "**Proposing Transferor**") proposing to transfer any shares (the "**Sale Shares**") shall be required before effecting or purporting to effect the transfer to give a notice in writing to the Company (a "**Transfer Notice**") that he desires to transfer the Sale Shares and specifying the price at which he is prepared to sell the Sale Shares in accordance with the following provisions of this Article 48. The Transfer Notice shall constitute the Company his agent for the sale of the Sale Shares (together with all rights then attached thereto) to any Member(s) on the basis set out in the following provisions of this Article 48. A Transfer Notice shall not be revocable except with the consent of the Directors or in accordance with Article 48 5

48 3 The Sale Shares shall be offered for purchase in accordance with this Article 48 at a price per Sale Share (the "**Sale Price**") as agreed between the Proposing Transferor and the Directors within twenty business days after the date of service of the Transfer Notice (the "**Notice Date**") or, in default of such agreement, the price per Sale Share (the "**Auditors' Price**") as determined by the Auditors in accordance with Article 48 4

48 4 If the Sale Price shall not have been agreed between the Proposing Transferor and the Directors within the period set out in Article 48 3, then immediately following the expiry of such period the Directors shall refer the matter to the Auditors who shall determine and certify the sum per Sale Share considered by them to be the fair value thereof as at the Notice Date and to notify the Company and the Proposing Transferor of their determination. In so determining and certifying the Auditors shall not take into account the proportion of the relevant class of shares which the Sale Shares represent. The Auditors shall act hereunder as experts and not as arbitrators, their determination shall (in the absence of fraud or manifest error) be final and binding on all persons concerned and (in the absence of fraud) they shall be under no liability to any person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith. Subject to Article 48 5, the costs and expenses of the Auditors shall be borne by the Company and the Proposing Transferor in equal shares

48 5 The Proposing Transferor may withdraw the Transfer Notice by notice in writing served on the Company within five business days of the Auditors' Price being notified to the Proposing Transferor. If the Proposing Transferor elects to withdraw the Transfer Notice pursuant to this Article 48 5 the costs and expenses of the Auditors shall be borne by the Proposing Transferor

48 6 If the Transfer Notice is not withdrawn in accordance with Article 48 5, the Company shall offer the Sale Shares for purchase at the Sale Price by a written offer notice (the "**Offer**")

Notice") given within ten business days after the Sale Price is agreed or determined under this Article 48 to the persons (other than the Proposing Transferor) who, on the Notice Date, were the Members on terms that, in case of competition, the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Member beyond that applied for by him) to their existing holdings of Shares (and the shareholding of the Proposing Transferor shall be ignored for the purpose of calculating this proportion) The Offer Notice shall specify a period (the "**First Period**") of not less than ten nor more than twenty business days during which a Member may accept the offer made to him in the Offer Notice The offer contained in an Offer Notice sent to a Member shall lapse if a written notice accepting or declining that offer is not received by the Company from that Member within the First Period

- 48 7 Any Shares which are not accepted pursuant to the offer contained in the Offer Notice in accordance with Article 48 6 will be offered by the Company by a further written notice (the "**Further Notice**") given within ten business days of the end of the First Period to those Members who accepted in full the offer made to them in the Offer Notice, such second offer to be in proportion to their holdings of Shares as increased by their acceptance of the offer contained in the Offer Notice (again, for the purpose of calculating the relevant proportion, ignoring the shareholding of the Proposing Transferor and also ignoring the shareholding(s) of any Member(s) who did not accept in full the offer contained in the Offer Notice) The Further Notice shall specify a period (the "**Second Period**") of not less than ten nor more than twenty business days during which a Member may accept the offer made to him in the Further Notice The offer contained in a Further Notice sent to a Member shall lapse if a written notice accepting or declining that offer is not received by the Company from that Member within the Second Period
- 48 8 Any Shares not accepted by any of the Members pursuant to the foregoing provisions of these Articles by the end of the last day of the First Period (or, if relevant, the Second Period) may be sold by the Proposing Transferor to such persons as he may think fit for purchase at not less than the Sale Price during a period of three months commencing on the day after the day on which the First Period (or, if relevant, the Second Period) terminates
- 48 9 After the expiry of the First Period (or, if relevant, the Second Period) the Directors shall allocate the Sale Shares in accordance with the acceptances received on the basis set out in this Article 48 The Directors shall, within five business days of the expiry of the First Period (or, if relevant, the Second Period) give notice in writing (a "**Sale Notice**") to the Proposing Transferor and to each accepting Member (each a "**Purchaser**") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the aggregate price payable for them
- 48 10 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice (being not less than three nor more than ten business days after the date of the Sale Notice) when the Proposing Transferor, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, shall transfer those Sale Shares, and deliver the relevant share certificate(s), to that Purchaser
- 48 11 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder, any Director may execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and

cause the Purchaser(s) to be registered as the holder(s) of such Shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he has delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company. Each Member is deemed to have appointed each of the Directors (severally) to be his attorney for the purposes of giving effect to this Article 48 11

TRANSMISSION OF SHARES

49 Transmission

In the case of the death of a Member, the survivor or survivors, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was sole holder, or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing in these Articles shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him solely or jointly with other persons

50 Election to be registered

50 1 Subject to the provisions of these Articles, any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may, subject as hereinafter provided and upon such evidence being produced as may from time to time be required by the Board as to his entitlement (and in the case of uncertificated shares, subject also to the facilities and requirements of the relevant system concerned), either be registered himself as the holder of the share or elect to have some person nominated by him registered as the transferee of it. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have his nominee registered, he shall signify his election either

- (a) by signing an instrument of transfer of the share in favour of his nominee, or
- (b) in any other manner (whether or not by written instrument) as the Board may approve

50 2 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 instrument of transfer as if the death or bankruptcy of the Member or other event giving rise to the transmission had not occurred and the notice or instrument of transfer were an instrument of transfer signed by such Member

51 Elections required

The Board may at any time give notice requiring any person becoming entitled as provided in Article 50 1 to elect either to be registered himself or to transfer the share and if the notice is not complied within ninety days the Board may thereafter withhold payment of all dividends and other moneys payable in respect of the share until the requirements of the notice have been complied with

52 Rights of persons entitled by transmission

A person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law shall (upon such evidence being produced as may from time to time be required by the Board as to his entitlement) be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but, subject to the provisions of Article 50 1, he shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Member until he shall have become registered as the holder thereof

ALTERATION OF SHARE CAPITAL

53 Increase of Capital

53 1 Without prejudice to the rights attached to any then existing shares or class of shares the Company may from time to time by ordinary resolution increase its capital by the creation of shares of such nominal amounts, and carrying such rights and restrictions in accordance with Article 6 as the resolution shall specify, but unless the shares so created are uniform in all respects with a class of shares in the capital of the Company prior to such resolution, such new shares shall be subject to all the provisions of these Articles with reference to lien, the payment of calls, forfeiture, transfer, transmission and otherwise as the shares in the existing share capital

53 2 Subject to the provisions of the Companies Acts, the Company may by resolution increasing its capital direct that the new shares or any of them shall be offered in the first instance to all the holders for the time being of shares of any class or classes in proportion to the number of such shares held by them respectively or may make any other provisions as to the issue of new shares

54 Other alterations by ordinary resolution

54 1 The Company may from time to time by ordinary resolution -

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

55 Fractions arising

Subject to compliance with the terms of any such resolution as is referred to in Article 54 1, if as a result of any consolidation and/or division Members would become entitled to fractions of a share, the Board may, for the purpose of dealing with the fractions, issue fractional certificates or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale in due proportion amongst the Members who would have been entitled to the fractions, or, if permitted, for the retention of such net proceeds for the benefit of the Company. For this purpose the Board may authorise some person to transfer the shares representing fractions to the purchaser, who 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 relating to the sale.

56 Board to determine rights on consolidation

56 1 Upon any consolidation of fully paid shares into shares of larger amounts, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may

- (a) as between the holders of shares to be consolidated, determine which particular shares are to be consolidated into each consolidated share, and
- (b) in the case of any share registered in the name of one holder or joint holders being consolidated with shares registered in the name of another holder or joint holders, make such arrangements as may be thought fit for the sale of the consolidated share or any fractions of that share, and for such purpose may appoint some person to transfer the consolidated share to the purchaser and arrange either for the distribution among the persons entitled thereto of the net proceeds of such sale after deduction of the expenses of sale or (when such net proceeds in respect of any holding do not exceed £3 or such greater sum as may be permitted from time to time by the London Stock Exchange) for the payment of such net proceeds to the Company.

56 2 The transferee shall not be bound to see to the application of the purchase monies nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

56 3 Provided that the necessary unissued shares are available, the Board may alternatively, in each case where the number of shares held by any holder is not an exact multiple of the number of shares to be consolidated into a single share, issue to each such holder credited as fully paid up by way of capitalisation the minimum number of shares required to round up his holding to such a multiple (such issue being deemed to have been effected immediately prior to consolidation), and the amount required to pay up such shares shall be appropriated at its discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or to the credit of profit and loss account and capitalised by applying the same in paying up such shares.

57 Power to reduce capital

Subject to any confirmation or consent required by law, the Company may by special resolution reduce its authorised and issued share capital or any capital redemption reserve.

or any share premium account in any manner authorised and subject to any conditions prescribed by the Companies Acts

58 Conversion of shares into stock

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

59 Stock transferable like shares

The holders of stock may transfer the stock or any part of it in the same manner and subject to the same regulations as the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit. The Board may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of such minimum, but the minimum shall not, without the sanction of an ordinary resolution of the Company, exceed the nominal amount of each of the shares from which the stock arose.

60 Rights of stockholders

The holders of stock shall, according to the amount of stock held by them, have the same rights as regards dividends, voting at general meetings of the Company and other matters as if they held the shares from which the stock arose, but no such right (except as to participation in dividends and in assets on a reduction of capital or a winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such right.

61 Provisions of Articles applying to stock

All such of the provisions of these Articles as are applicable to paid up shares shall apply to stock, and the words "**share**" and "**shareholder**" where used in these Articles shall include "**stock**" and "**stockholder**" respectively.

PURCHASE OF OWN SHARES

62 Power to purchase own shares

Subject to the provisions of the Companies Acts, the Company may purchase all or any of its shares of any class, including any redeemable shares. Every contract for the purchase of, or under which the Company may become entitled or obliged to purchase, shares in the Company shall be authorised by such resolution of the Company as may be required by the Companies Acts and by an extraordinary resolution passed at a separate general meeting of the holders of any shares which at the date on which the contract is authorised by the Company in general meeting entitle them, either immediately or at any time later on, to convert all or any of the shares of that class held by them into equity share capital of the Company.

63 Shares to be purchased need not be related

Neither the Company nor the Board shall be required to select the shares to be purchased rateably or in any particular manner as between the holders of shares of the same class or as between them as the holders of shares of any class or in accordance with the rights as to dividends or capital conferred by any class of shares

GENERAL MEETINGS

64 Types of general meeting

The Board shall convene and the Company shall hold general meetings and annual general meetings in accordance with the requirements of the Companies Acts at such times and places as the Board shall appoint. Any general meeting of the Company other than an annual general meeting shall be called an extraordinary general meeting.

65 Convening general meetings

The Board may, whenever it thinks fit, convene an extraordinary general meeting. Extraordinary general meetings may also be convened on such requisition or in default may be convened by such requisition as is provided by the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or Member may call the meeting. In the case of an extraordinary general meeting called in pursuance of a requisition, unless such meeting shall have been called by the Board, no business other than that stated in the requisition as the object of the meeting shall be transacted.

66 Class Meetings

The provisions of these Articles relating to general meetings apply to every separate general meeting of the holders of any class of shares in the capital of the Company but

- (a) the quorum is two members present in person or by proxy and representing not less than one-third in nominal value of the issued shares of the class,
- (b) if at any adjourned meeting of such holders such a quorum is not present one holder of shares of the class present in person or by proxy whatever the amount of his holding shall be deemed to constitute a quorum and a meeting,
- (c) at the meeting, a holder of shares of the class present in person or by proxy may demand a poll,
- (d) on a poll every holder of shares of the class shall be entitled to one vote for every share of the class held by him.

NOTICE OF GENERAL MEETINGS

67 Period of notice

An annual general meeting or a meeting called for the passing of a special resolution shall be called by not less than twenty one clear days' notice in writing. A meeting other than an annual general meeting or a meeting called for the passing of a special resolution shall be called by not less than fourteen days' clear notice in writing.

68 **Recipients of notice**

Subject to the provisions of the Companies Acts, notice of every general meeting shall be given to all Members other than those who, under the provisions of these Articles or the terms of issue of the shares which they hold, are not entitled to receive such notices from the Company, and also to the Auditors

69 **Contents of notice**

The notice shall specify the place, day and time of the meeting, and the general nature of the business, and include details of any arrangements made for the purposes of Articles 73 and 72 (making clear in the case of the latter that participation in those arrangements will not amount to attendance at the meeting to which the notice relates. There shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and on a poll to vote instead of him, and that a proxy need not be a Member

70 **Contents of notice - additional requirements**

The notice convening an annual general meeting shall specify the meeting as such. The notice convening a meeting to pass a special or extraordinary resolution, shall specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be

71 **Meeting called on short notice**

Notwithstanding that a meeting of the Company is called by shorter notice than that specified in Article 67, it shall be deemed to have been duly called if it is so agreed

- (a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote at the meeting, and
- (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right

72 **Accidental omission to give notice**

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

73 **General meetings at more than one place**

- 73 1 The Board may resolve to enable persons entitled to attend a general meeting to do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world. The Members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is

satisfied that adequate facilities are available throughout the meeting to ensure that Members attending at all the meeting places are able to

- (a) participate in the business for which the meeting has been convened,
- (b) hear and see all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place, and
- (c) be heard and seen by all other persons so present in the same way

73 2 The chairman of the general meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place

73 3 For the purposes of this Article, the right of a Member to participate in the business of any general meeting shall include without limitation the right to speak, vote on as how of hands, vote on a poll, be represented by a proxy and have access to all documents which are required by the Companies Acts or these Articles to be made available at the meeting

74 Other arrangements for viewing/hearing proceedings

The Board may make arrangements for persons entitled to attend a general meeting or an adjourned general meeting to be able to view and hear the proceedings of the general meeting or adjourned general meeting and to speak at the meeting (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) by attending at a venue anywhere in the world not being a satellite meeting place. Those attending at any such venue shall not be regarded as present at the general meeting or adjourned general meeting and shall not be entitled to vote at the meeting at or from that venue. The inability for any reason of any Member present in person or by proxy at such a venue to view or hear all or any of the proceedings of the meeting or to speak at the meeting shall not in any way affect the validity of the proceedings of the meeting

75 Controlling level of attendance

The Board may from time to time make any arrangements for controlling the level of attendance at any venue for which arrangements have been made pursuant to Article 74 (including without limitation the issue of tickets or the imposition of some other means of selection) if in its absolute discretion considers appropriate, and may from time to time change those arrangements. If a Member, pursuant to those arrangements, is not entitled to attend in person or by proxy at a particular venue, he shall be entitled to attend in person or by proxy at any other venue for which arrangements have been made pursuant to Article 74. The entitlement of any Member to be present at such venue in person or by proxy shall be subject to any such arrangement then in force and stated by the notice of meeting or adjourned meeting to apply to the meeting

76 Change in place and/or time of meeting

If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board decides that it is impracticable or unreasonable for a reason beyond its control to hold the meeting at the declared place (or

any of the declared places, in the case of a meeting to which Article 73 applies) and/or time, it may change the place (or any of the places, in the case of a meeting to which Article 73 applies) and/or postpone the time at which the meeting is to be held. If such a decision is made, the Board may then change the place (or any of the places, in the case of a meeting to which Article 73 applies) and/or postpone the time again if it decides that it is reasonable to do so. In either case

- (a) no new notice of the meeting need be sent, but the Board shall, if practicable, advertise the date, time and place of the meeting in at least two newspapers having a national circulation and shall make arrangements for notices of the change of place and/or postponement to appear at the original place and/or at the original time, and
- (b) a proxy appointment in relation to the meeting may, if by means of an instrument, be delivered to the Office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 97.1 at any time not less than 48 hours before any postponed time appointed for holding the meeting

PROCEEDINGS AT GENERAL MEETINGS

77 Quorum

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

78 If quorum not present

If within fifteen minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present or if during the meeting a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such other day (not being less than seven days thereafter) and at such time or place as the chairman of the meeting may determine. If at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, or if during the meeting a quorum ceases to be present the meeting shall be dissolved. The Company shall give not less than seven days' notice in writing of any meeting adjourned through want of a quorum and such notice shall state that two Members present in person or by proxy and entitled to vote shall be a quorum.

79 Directors entitled to speak

Each Director shall be entitled to attend and speak at any general meeting of the Company even if not a Member.

80 **Chairman of the meeting**

The Chairman (if any) of the Board or, in his absence, a Deputy Chairman (if any) shall preside as chairman at every general meeting. If there is no such Chairman or Deputy Chairman, or if at any meeting neither the Chairman nor a Deputy Chairman is present within fifteen minutes after the time appointed for holding the meeting, or if neither of them is willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present and entitled to vote on a poll shall elect one of their number to be chairman.

81 **Power of chairman to adjourn**

The chairman may, with the consent of the meeting at which a quorum is present (and shall, if directed by the meeting to do so), adjourn the meeting either indefinitely or to another time or place. The chairman may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he or the Directors decide if it appears to him that

- (a) adequate facilities are not available to accommodate the number of persons wishing to attend in the place appointed for the meeting, or
- (b) the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly holding or continuation of the meeting, or
- (c) an adjournment is otherwise necessary for the business of the meeting to be conducted properly, or
- (d) a proposal of such importance is made that the consideration of a larger number of members is desirable

82 **Notice of adjourned meeting**

When a meeting is adjourned for thirty days or more or for an indefinite period, not less than seven clear days' notice of the adjourned meeting shall be given as in the case of an original meeting save that it shall not be necessary to specify the business to be transacted. Save as expressly provided in Article 78, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

83 **Inadequate accommodation — chairman's powers**

- 83 1 Without prejudice to his powers under Article 81, if the chairman considers that the place specified in the notice convening the meeting is inadequate to accommodate all those entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the chairman is satisfied that adequate facilities are nevertheless available to ensure that persons entitled to be present but who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether by the use of microphones, loud-speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

83 2 The meeting shall be treated for the purposes of this Article as having taken place at the meeting place specified in the notice

84 **Right to vote**

Save as otherwise provided in these Articles and subject to any special terms as to voting upon which any shares may be issued or may for the time being be held at a general meeting, on a show of hands every Member who is present in person and is entitled to vote in his own right and the duly authorised representative of one or more corporations shall have one vote, and on a poll every Member who is present in person or by proxy shall have one vote for each share of which he is the holder

85 **Member under incapacity**

A Member who is a patient for any purpose of any statute relating to mental health or in respect of whom an order has been made by any Court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may, if so permitted by the Board in its absolute discretion vote, whether on a show of hands or on a poll, by his receiver, committee, curator bonis or other person authorised in that behalf by the Court, and such receiver, committee, curator bonis or other authorised person may vote on a poll by proxy, and may otherwise act and be treated as such Member for the purposes of any general meeting, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office (or at such other place in the United Kingdom as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or for the taking of the poll at which it is desired to vote

86 **Calls on shares to have been paid**

No Member shall, unless the Board otherwise determines, be entitled to vote at any general meeting or meeting of the holders of any class of shares in the capital of the Company either in person or by proxy or to be reckoned in a quorum or to exercise any other right conferred by membership in relation to meetings of the Company or of the holders of any class of shares in the Company unless all calls or other sums presently payable by him in respect of shares in the Company have been paid

87 **Irregularity in voting**

If

- (a) any objection is raised to the qualification of any voter, or
- (b) any votes have been counted which ought not to have been counted or which might have been rejected, or
- (c) 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 the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote was objected to is given or tendered or at which

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

VOTES OF MEMBERS

88 Methods of voting

88 1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is duly demanded before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll. Subject to the provisions of the Companies Acts, a poll may be demanded by

- (a) the chairman of the meeting, or
- (b) at least three Members present in person or by proxy and entitled to attend and vote at the meeting, or
- (c) any Member or Members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all Members having the right to attend and vote at the meeting, or
- (d) any Member or Members present in person or by proxy and holding shares conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sums paid up on all shares conferring that right.

89 Declaration of result

Unless a poll is duly demanded (and the demand is not withdrawn before the poll is taken) a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be final and conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

90 Amendments to resolutions

In the case of a resolution duly proposed as a special or extraordinary resolution, no amendment (other than an amendment to correct a patent error) may be considered or voted on. In the case of a resolution duly proposed as an ordinary resolution, no amendment (other than an amendment to correct a patent error) may be considered or voted on unless at least forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting at which the resolution is to be proposed notice of the terms of the amendment and of the intention to move it has been lodged at the Office. If an amendment is proposed to a resolution under consideration which in good faith is ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by an error in the ruling.

91 **Conduct of poll**

If a poll is duly demanded, it shall be taken in such manner as the chairman directs. The chairman may, and if required to do so by the meeting shall, appoint scrutineers (who need not be Members) and may fix a time and place for declaring the result of the poll which shall be deemed to be the resolution of the meeting at which the poll was demanded.

92 **When poll to be taken**

A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner and either forthwith or at such time (being not later than thirty days after the date of the demand) and place as the chairman shall direct. 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 and it may be withdrawn with the consent of the chairman at any time before the close of the meeting or the taking of the poll, whichever is the earlier. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made. It shall not be necessary for notice to be given of a poll which is to be held immediately. Unless the chairman otherwise directs, notice need not be given of a poll which is not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

93 **Method of voting on poll**

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

94 **Casting vote of chairman**

In the case of an equality of votes at a general meeting, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.

95 **Votes of joint holders**

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 joint holding.

PROXIES

96 **Execution of proxy appointment**

The instrument appointing a proxy shall, subject to Article 99 1, be in writing under the hand of the appointor or of his attorney authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person duly authorised to sign it. A proxy need not be a Member. An instrument appointing a proxy need not be witnessed.

97 Delivery of proxy appointment

97 1 The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall

- (a) be delivered at the Office (or at such other place in the United Kingdom as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case, in any document sent with the notice), not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (b) in the case of a poll taken more than forty-eight hours after it was demanded, be delivered at the Office (or other specified place) not less than twenty-four hours before the time appointed for the taking of the poll, or
- (c) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any Director,

and in default the instrument of proxy shall not be treated as valid

98 Validity of proxy appointment

98 1 No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution

98 2 The instrument of proxy shall, unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates

98 3 If two or more valid but differing instruments are delivered in respect of the same share for use at the same meeting, the one which is last to be delivered shall be treated as replacing the others in respect of that share. If the Directors cannot readily determine to their satisfaction which was the last to be delivered, they may, in their absolute discretion, determine that any one or none of them shall be treated as valid in respect of the share

99 Form of proxy appointment

99 1 Instruments of proxy shall be in any common form or in such other form as the Board may approve and the Board may, if it thinks fit, send out with the notice of any meeting (or separately) physical and/or electronic forms of instrument of proxy for use at the meeting

99 2 The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of any resolution put to the meeting for which it is given as the proxy thinks fit

99 3 Notwithstanding any other provision of these Articles the Directors may, but they are not obliged to, accept proxy forms which are delivered electronically or by other data transmission process subject to any limitations, restrictions or conditions that they decide. If so, then any requirements of these Articles that the proxy form be in writing and signed or

sealed does not, to the extent the Directors decide, apply but the Directors can require such evidence as they think appropriate to show that the proxy appointment is valid

100 **Revocation of authority**

A vote or poll demanded by a proxy or by the duly authorised representative of a corporation given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or incapacity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, incapacity or revocation shall have been received by the Company at the Office (or such other place in the United Kingdom as may be specified for the delivery of instruments of proxy in the notice convening the meeting or any notice of adjournment or, in either case, in any document sent with the notice) three hours at least before the commencement of the meeting or adjourned meeting, or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the taking of the poll, at which the instrument of proxy is used

CORPORATIONS ACTING BY REPRESENTATIVES

- 101 Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company save that a Director, the Secretary or other person authorised for the purpose by the Secretary may require such person to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers. The grantor shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it

DISCLOSURE OF INTERESTS

102 **Section 212 of the Act: restrictions if in default**

- 102 1 Where any registered holder of any shares in the Company or any named person in respect of any shares in the Company fails to comply with any notice (a "**statutory notice**") given by the Board in its absolute discretion under section 212 of the Act requiring him to give particulars of any interest in any such shares, the Company may, no earlier than fourteen days after the service of the statutory notice, give the registered holder of such shares a notice (a "**restriction notice**") stating or to the effect that in respect of the shares in respect of which the default has occurred (the "**default shares**") the Member is not entitled, from the service of such restriction notice, to attend or vote (either in person or by proxy) at any general meeting of the Company or at any separate general meeting of the holders of the shares of that class or to exercise any other right conferred by membership in relation to general meetings or meetings of the holders of any class of shares until he has complied with the statutory notice
- 102 2 For the purposes of this Article "**named person**" means a person named as having an interest in the shares concerned in any response to any statutory notice served on the registered holder or on a person previously so named

103 **Additional restriction of rights**

103 1 Where the default shares represent at least 0.25 per cent, of the issued shares of a particular class the restriction notice may additionally direct that

- (a) any dividend payable in respect of the default shares (or any payment up of unpaid amounts in respect of the default shares or shares issued in lieu of dividend in accordance with Article 183 1) shall be retained (in whole or in part) by the Company until such time as the restriction notice is cancelled or ceases to have effect for any reason without any liability to pay interest thereon when such money is finally paid to the person entitled, and that prior to such time the acceptance of an offer made by the Company under Article 183 1 in respect of such dividend shall be of no effect, and/or
- (b) no transfer of the default shares, or of shares which include or might include default shares, shall be registered unless the Member is not himself in default as regards supplying the information required, that the transfer is of part only of the Member's holding and that when presented for registration it is accompanied by a certificate by the Member to the effect that after due and careful enquiry the Member is satisfied that none of the shares to which the transfer relates is a default share, that no person in default as regards supplying such information is interested in any of the shares which are the subject of the transfer and that the transfer is to a bona fide unconnected third party

104 **Copy of notice to interested persons**

The Board shall send a copy of the notice to each other person appearing to be interested in the default shares but any failure or omission to do so shall not invalidate the notice

105 **When restrictions cease to have effect**

105 1 A restriction notice shall have effect in accordance with its terms for so long as in the opinion of the Board the default in respect of which the restriction notice is served continues and (unless the Board otherwise determines) for a period of seven days thereafter but may be cancelled by the Board at any time and shall automatically cease to have effect in respect of any share sold

- (a) to an offeror by way or in pursuance of acceptance of an offer made to all the holders (or all the holders other than the person making the offer and his nominees) of the shares in the Company to acquire those shares or a specified proportion of them, or to all the holders (or all the holders other than the person making the offer and his nominees) of a particular class of those shares to acquire the shares of that class or a specified proportion of them, or
- (b) in circumstances where the Board is satisfied that the sale is of the whole beneficial ownership of the shares to a party unconnected with the vendor thereof and with other persons appearing to be interested in such shares, or
- (c) when the sale is made through a recognised investment exchange or any stock exchange outside the United Kingdom on which the Company's shares are

normally traded seven days after receipt by the Company of notice of such sale or upon registration of the relevant transfer (if earlier)

106 **Section 216 of the Act**

Nothing contained in these Articles shall limit the power of the Board under section 216 of the Act

NUMBER OF DIRECTORS

107 **Limits on number of directors**

Unless and until otherwise determined by ordinary resolution of the Company, the Directors shall be not less than two in number and there shall not be any maximum number of Directors

APPOINTMENT AND REMOVAL OF DIRECTORS

108 **Appointment by the Members**

Subject to the provisions of these Articles, the Company may by ordinary resolution elect any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board

109 **Eligibility for election**

No person other than a Director retiring at the meeting shall, unless recommended by the Board, be eligible for election to the office of Director at any general meeting unless, not less than seven and not more than twenty-eight clear days before the day appointed for the meeting, there has been given to the Secretary notice in writing by some Member (not being the person to be proposed) entitled 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, accompanied by the particulars to be inserted in the register of Directors were he so appointed

110 **Separate resolutions required**

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 organised shall be void

111 **Removal by the Members**

The Company may by special resolution, or by ordinary resolution of which special notice has been given in accordance with the Companies Acts, remove any Director before the expiration of his period of office and may (subject to these Articles) by ordinary resolution appoint another person in his place. Any person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director

112 Appointment by the Board

Without prejudice to the power of the Company in general meeting pursuant to any of the provisions of these Articles to appoint any person to be a Director, the Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board. Any Director so appointed by the Board shall hold office only until the earlier to occur of the close of the next following annual general meeting and someone being appointed in his place at that meeting. Such a Director shall be eligible for re-election at that meeting but shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at the meeting.

113 Age limit

- 113 1 A person shall not be appointed as a Director if, at the time when the appointment would take effect, he would have attained the age of 70. A Director shall vacate his office at the conclusion of the annual general meeting of the Company which next follows his attaining the age of 70, but acts done by a person as Director are valid notwithstanding that it is afterwards discovered that, by reason of this Article, he should not have been appointed or his appointment had terminated.
- 113 2 If a person vacates office under Article 113 1, no provision in these Articles for the automatic reappointment of retiring Directors in default of another applies.
- 113 3 Nothing in this Article 113 prevents the appointment of a Director at any age, or requires a Director to retire at any time, if his appointment is or was made or approved by the Company in general meeting, but special notice is required of a resolution appointing or approving the appointment of a Director for it to have effect under this Article 113 3 and the notice of the resolution given to the Company, and by the Company to the Members, must state or have stated the age of the person to whom it relates.
- 113 4 A person re-appointed Director on vacating office under Article 113 1, or appointed in place of a Director who vacates office under Article 113 1, is to be treated, for the purpose of determining the time at which he or any other Director is to retire, as if he had become a Director on the day on which the retiring Director was appointed or last appointed before he vacated office.

114 No shareholder qualification

No shareholding qualification for a Director shall be required but he shall be entitled to receive notice of, attend and speak at all general meetings of the Company and separate meetings of the holders of any class of shares of the Company.

ROTATION OF DIRECTORS

115 Number of Directors to retire

At every annual general meeting one-third of the Directors for the time being or, if their number is not a multiple of three, the number nearest to and not exceeding one-third shall retire from office, and each Director shall retire from office at least once every three years. If there is only one Director who is subject to retirement by rotation, he shall retire.

116 **Which Directors to retire**

The Directors to retire on each occasion shall be those subject to retirement by rotation who have been longest in office since their last election, but as between persons who became or were re-elected Directors on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the date of the notice convening the annual general meeting, and no Director shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the Directors after the date of such notice but before the close of the meeting.

117 **Eligibility for re-election**

A Director who retires at the annual general meeting shall be eligible for re-election. If he is not re-elected he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

118 **Filling vacated office**

Subject to the provisions of these Articles, the Company may, at the meeting at which a Director retires in manner aforesaid, fill the vacated office by electing some person. In default the retiring Director shall, if willing to continue to act, be deemed to have been re-elected, unless at the meeting it is expressly resolved not to fill the vacated office, or unless a resolution for the re-election of such Director has been put to the meeting and lost, or such Director has given notice in writing to the Company that he is unwilling to be re-elected, or such Director has attained any retiring age applicable to him as Director pursuant to the Companies Acts.

EXECUTIVE DIRECTORS

119 **Appointment to executive office**

The Board may from time to time appoint one or more of its body to be Executive Chairman, Non Executive Chairman, Chief Executive Director, Joint Chief Executive Director, Managing Director, Joint Managing Director, Assistant Managing Director or Chief Operating Officer or to hold any other employment or executive office with the Company for such period (subject to the Companies Acts) and upon such terms as the Board may determine and may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company.

120 **Remuneration**

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

121 Application of retirement by rotation provisions

An Executive Director shall not be taken into account in determining the retirement by rotation of Directors, and in all other respects he shall be subject to the same provisions as to removal as the other Directors of the Company. An Executive Director shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to be an Executive Director if he ceases to hold the office of Director for any cause.

DISQUALIFICATION OF DIRECTORS

122 Automatic vacation of office

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

- (a) if (not being an Executive Director whose contract precludes resignation) he resigns his office by notice in writing delivered to the Office or tendered at a meeting of the Board, or
- (b) if the Board resolves that he is through physical or mental incapacity or mental disorder no longer able to perform the functions of a Director, or
- (c) if he fails, without leave, to attend (whether or not an alternate Director appointed by him attends) three successive Board meetings or four Board meetings in any consecutive period of 12 months despite a notice being given to him prior to such third or fourth meeting (as the case may be) that the provisions of this paragraph might apply and not less than two-thirds of all the other Directors (excluding the Director concerned and, in his capacity as such, any alternate Director appointed by the Director concerned) resolving that his office should be vacated, or
- (d) if he becomes bankrupt or a receiving order is made against him or he makes an arrangement or composition with his creditors or applies to the Court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement, or
- (e) if he is prohibited by law from being a Director, or
- (f) if he ceases to be a Director by virtue of the Companies Acts or is removed from office pursuant to these Articles

123 Resignation requested by other Directors

Without prejudice to any of the other provisions of these Articles regarding the disqualification of Directors retirement by rotation or automatic vacation of office, the office of a Director shall be vacated if by notice in writing delivered to the Office or tendered at a meeting of the Board his resignation is requested by all of the other Directors (being not less than three in number) excluding the Director concerned and, in his capacity as such, any alternate Director appointed by the Director concerned.

124 **Board resolution conclusive**

A resolution of the Board declaring that a Director has vacated office under any of the provisions of these Articles shall be conclusive as to that fact and as to the ground of vacation as stated in the resolution

ALTERNATE DIRECTORS

125 **Power to appoint and remove alternates**

Each Director shall have the power to appoint any person to be his alternate Director and may at his discretion remove such alternate Director. If such alternate Director is not another Director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Office or tendered at a meeting of the Board.

126 **Authority of alternate**

An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent 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 exercise and discharge all the functions, powers and duties of his appointor 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.

127 **Alternate not an agent of appointor**

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

128 **Remuneration and indemnity**

An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part (if any) of the remuneration otherwise payable to the Director appointing him as such Director may by notice in writing to the Company from time to time direct.

129 **Voting power**

Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director but he shall not be counted more than once in the quorum). The signature of an alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.

130 **Termination of appointment**

An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that, if at any meeting any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment of an alternate Director made by him which was in force immediately before his retirement shall remain in force as though he had not retired

REMUNERATION OF NON-EXECUTIVE DIRECTORS

131 **Ordinary remuneration**

Each of the Directors who does not hold executive office shall be paid a fee at such rate as may from time to time be determined by the Board (or for the avoidance of doubt any duly authorised committee of the Board) provided that the aggregate of all such fees so paid to such Directors (excluding amounts payable under any other Article) shall not exceed £250,000 per annum or such higher amount as may from time to time be determined by ordinary resolution of the Company, except that any Director holding office for less than the whole of the relevant period in respect of which the remuneration is paid shall only be entitled to a sum in proportion to the time during the period for which he has held office

132 **Additional remuneration and expenses**

Each Director who does not hold executive office may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director. Any such Director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine. Such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other provision of these Articles

DIRECTORS' INTERESTS

133 **Offices and interests permitted**

133 1 A Director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration for doing so (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other of these Articles

133 2 Subject to the provisions of the Companies Acts, a Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director

133 3 A Director of the Company may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested, and shall not be liable to account to the Company or the Members for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in such other company. The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as it thinks fit, including exercise in favour of any resolution appointing the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company.

134 Director may not vote on own appointments

134 1 A Director shall not vote or be counted in the quorum on any resolution of the Board concerning his own appointment as the holder of any office or place of profit with the Company or any other company in which the Company is interested (including the arrangement or variation of the terms of the appointment or its termination).

134 2 Where arrangements are under consideration concerning the appointment (including the arrangement or variation of its terms, or the termination of it) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director and in such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (or the arrangement or variation of the terms of the appointment or its termination).

135 Directors interests in contracts etc

135 1 Subject to the provisions of the Companies Acts and to Article 135 2, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or employment or as vendor, purchaser or in any other manner whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established or to vacate the office of Director.

135 2 A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general notice to the Board by a Director to the effect that

- (a) he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm, or

- (b) he is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with a specified person who is connected with him within the meaning of the Act,

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement, provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to procure that it is brought up and read at the next Board meeting after it is given

135 3 Subject to the provisions of the Companies Acts, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a Director, notwithstanding his office

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

135 4 Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs

- (a) the giving to him of a guarantee, security, or indemnity in respect of money lent to or an obligation incurred by him for the benefit of the Company or any of its subsidiary undertakings,
- (b) the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiary undertakings for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security,
- (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of the Company or any of its subsidiary undertakings, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Company or any of its subsidiary undertakings for subscription, purchase or exchange,
- (d) the resolution relates in any way to any proposal concerning a retirement, death or disability benefits scheme or a share option scheme, share incentive scheme or profit-sharing scheme which either relates to both employees and Directors and/or

directors of any subsidiary undertaking and does not provide to any Director as such any privilege or advantage not accorded to the employees to whom such scheme or fund relates or has been approved by or is conditional on approval by the Inland Revenue for tax purposes,

- (e) a contract, arrangement, transaction or proposal concerning any other body corporate in which he or any person connected with him is interested, directly or indirectly, and whether as an officer, shareholder, creditor or otherwise, if he and any persons connected with him do not to his knowledge hold an interest (as that term is used in sections 198 to 211 of the Act) representing one per cent, or more of either any class of the equity share capital of such body corporate (or any other body corporate through which his interest is derived) or of the voting rights available to members of the relevant body corporate (any such interest being deemed for the purpose of this Article to be a material interest in all circumstances),
- (f) any proposal concerning an insurance which the Company is empowered to purchase and/or maintain for the benefit of and against any liability incurred by any Directors or persons who include the Directors

For the purposes of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise

- 135 5 If any question arises at any meeting of the Board as to the entitlement of any Director (other than the chairman) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, it shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned (as known to such Director) has not been fairly disclosed to the chairman of the meeting. If any question as aforesaid shall arise in respect of the chairman of the meeting the question shall be decided by a resolution of the Board (for which purpose such chairman shall be counted in the quorum but shall not vote on the issue). Such resolution shall be final and conclusive except in the case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board
- 135 6 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors

POWERS AND DUTIES OF THE BOARD

136 Business to be managed by the Board

The business of the Company shall be managed by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Companies Acts or these Articles required to be exercised

by the Company in general meeting, subject nevertheless to the provisions of the Companies Acts and these Articles and to such regulations, being not inconsistent with such provisions, as may be prescribed by the Company in general meeting. No regulations made by the Company in general meeting and no alteration of the Memorandum or Articles shall invalidate any prior act of the Board which would have been valid if such regulations or alteration 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 Board by any other Article.

137 Local boards and agencies

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

138 Board may appoint attorneys

The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit. Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him.

139 Powers conferred upon individual Directors

The Board may entrust to and confer upon any one or more Directors any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers, but no person dealing in good faith and without notice of such revocation or variation shall be affected by it.

140 Overseas register

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

141 Issue of cheques etc

All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, 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 Board shall from time to time by resolution determine

142 Board minutes to be kept

142 1 The Board shall cause minutes or records to be made in books provided for the purpose -

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

142 2 Any such minutes if purporting to be signed by the chairman of the meeting at which the proceedings were conducted or by the chairman of the next succeeding meeting shall be conclusive evidence of any such proceedings without any further proof of the facts stated in them

143 Pensions and other benefits

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

144 Provision for employees

The Board may by resolution exercise any power conferred by the Companies Acts to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries and subsidiary undertakings in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary or subsidiary undertaking

BORROWING POWERS

145 Power to borrow

Subject as provided in Article 146 and subject to the Companies Acts, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its

undertaking, property and assets (present or future) and uncalled capital or any part thereof and (subject to section 80 of the Act) to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party

146 **Borrowing limit**

146 1 The Board shall restrict the borrowings of the Company and exercise all voting and other rights, powers of control or rights of influence exercisable by the Company in relation to its subsidiary undertakings (if any) so as to secure (so far, as regards subsidiary undertakings, as by such exercise the Board can secure) that the aggregate amount for the time being remaining outstanding of all monies borrowed by the Group (as hereinafter defined) and for the time being owing to persons outside the Group less the aggregate amount of Current Asset Investments (as hereinafter defined) shall not at any time without the previous sanction of the Company in general meeting exceed an amount equal to four times the Adjusted Capital and Reserves (as hereinafter defined)

146 2 For the purpose of this Article

- (a) **"Group"** means the Company and its subsidiary undertakings for the time being,
- (b) **"Adjusted Capital and Reserves"** means that sum, calculated from time to time, which equals the aggregate of the amount paid up on the issued or allotted share capital and the net amount of the credit and debit balances (if any) on the other reserves (whether distributable or undistributable) of the Company and its subsidiaries as shown in the latest audited consolidated balance sheet of the Company and its subsidiaries but after -
 - (i) adding back the amount set aside for deferred taxation,
 - (ii) making such adjustments as may be appropriate in respect of any variation in the amount of such paid up share capital or share premium account subsequent to the date of the latest audited balance sheet, and so that for this purpose if any issue or proposed issue of shares or loan stock convertible into shares by the Company for cash has been underwritten then such shares shall be deemed to have been issued and the amount (including any premium) of the subscription monies payable in respect thereof (not being monies payable later than six months after the date of allotment) shall to the extent so underwritten be deemed to have been paid up on the date when the issue of such shares or loan stock convertible into shares (as the case may be) was underwritten (or, if such underwriting was conditional, on the date when it became unconditional),
 - (iii) making such adjustments as may be appropriate in respect of any distribution declared, recommended or made by the Company or its subsidiary undertakings (to the extent not attributable directly or indirectly to the Company) out of profits earned up to and including the date of the latest audited balance sheet to the extent that such distribution is not provided for in such balance sheet,

- (iv) making such adjustments as may be appropriate in respect of any material variation in the interests of the Company in its subsidiary undertakings (including a variation whereby an undertaking becomes or ceases to be a subsidiary undertaking) since the date of the latest audited balance sheet,
 - (v) if the calculation is required for the purposes of or in connection with a transaction under or in connection with which any undertaking is to become or cease to be a subsidiary undertaking of the Company, making all such adjustments as would be appropriate if such transaction has been carried into effect,
 - (vi) excluding minority interests in subsidiary undertakings to the extent not already excluded,
 - (vii) adding back a sum equal to any goodwill arising on acquisitions (whether before or after the date of adoption of these Articles) of companies and businesses remaining within the Group which has been written off against reserves in accordance with United Kingdom generally accepted accounting principles,
- (c) **"monies borrowed"** shall be deemed to include (to the extent that the same would not otherwise fall to be taken into account)
- (i) the amount of all debentures allotted or issued (whether or not for cash) by any member of the Group which are not for the time being beneficially owned by a company within the Group,
 - (ii) the outstanding amount of acceptances (not being acceptances of trade bills in respect of the purchase or sale of goods in the ordinary course of trading) by any member of the Group or by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group,
 - (iii) the nominal amount of any allotted or issued and paid up share capital (other than equity share capital) of any subsidiary undertaking which is a body corporate of the Company not for the time being beneficially owned by other members of the Group,
 - (iv) the amount of any other allotted or issued and paid up share capital and of any other debentures or other borrowed monies (not being shares or debentures which or borrowed monies the indebtedness in respect of which is for the time being beneficially owned within the Group) the redemption or repayment of which is guaranteed (or is the subject of an indemnity granted) by any member of the Group,
 - (v) the minority proportion of monies borrowed and owing to a partly owned subsidiary undertaking by another member of the Group,

- (vi) the aggregate amount owing by any member of the Group under leases or other arrangements which are to be treated as liabilities in accordance with United Kingdom generally accepted accounting principles,
- (vii) the principal amount of any book debts of any member of the Group which have been sold or agreed to be sold, to the extent that any member of the Group is for the time being liable to indemnify or reimburse the purchaser in respect of any non-payment in respect of such book debts,

but shall be deemed not to include

- (viii) any amounts borrowed by any member of the Group from bankers or others for the purpose of financing any contract up to an amount not exceeding that part of the price receivable under such contract which is guaranteed or insured by any federal or state agency or governmental body, or any institution carrying on a similar business or performing a similar function,
- (ix) the minority proportion of monies borrowed by a partly owned subsidiary undertaking and not owing to another member of the Group,

and so that

- (x) no amount shall be taken into account more than once in the same calculation but subject thereto sub-paragraphs (i) to (ix) of this paragraph (c) above shall be read cumulatively, and
 - (xi) in determining the amount of any debentures or other monies borrowed or of any share capital for the purpose of this paragraph (c) there shall be taken into account the nominal or principal amount thereof (or, in the case of partly paid debentures or shares, the amount for the time being paid up thereon) together with any fixed or minimum premium payable on final redemption or repayment provided that if monies are borrowed or shares are issued on terms that they may be repayable or redeemable (or that any member of the Group may be required to purchase them) earlier than their final maturity or redemption date (whether by exercise of an option on the part of the issuer or the creditor or a trustee for the creditor or the shareholder, by reason of a default or for any other reason) at a premium or discount to their nominal or principal amount, then there shall be taken into account the amount which would, in accordance with United Kingdom generally accepted accounting principles, be regarded as payable on repayment, redemption or purchase of such debentures, monies borrowed or share capital as at the date of the latest audited balance sheet,
- (d) in relation to a partly owned subsidiary undertaking the "minority proportion" is a proportion equal to the proportion of its issued equity share capital which is not attributable to the Company,

(e) **"Current Asset Investments"** means the aggregate of

- (i) cash in hand of the Group,
- (ii) sums standing to the credit of any current or other account of any member of the Group with banks or similar institutions in the United Kingdom or elsewhere to the extent that remittance of the same to the United Kingdom is not prohibited by any law, regulation, treaty or official directive or, where remittance of the same to the United Kingdom is so prohibited, to the extent that the same may be set off against or act as security for any monies borrowed by such member,
- (iii) the amount of such assets as would be included in **"Current Assets - Investments"** and short term deposits in a consolidated balance sheet of the Group prepared as at the date of the relevant calculation in accordance with the principles used in the preparation of the latest audited balance sheet,

less, in the case of a partly owned subsidiary undertaking, a proportion thereof equal to the minority proportion,

- 146 3 For the purposes of the foregoing paragraphs of this Article borrowed monies expressed in or calculated by reference to a currency other than sterling shall be notionally converted into sterling at the relevant rate of exchange prevailing in London on the day before that date or, if it would result in a lower figure, at the rate of exchange prevailing in London on the day six months before that date and so that for these purposes the rate of exchange shall be taken as the spot rate in London recommended by a London clearing banker, selected by the Board, as being the most appropriate rate for the purchase by the Company of the currency in question for sterling on the day in question, or, if that is not a business day, on the last business day before the day in question
- 146 4 The determination of the Auditors as to the amount of the Adjusted Capital and Reserves at any time shall be conclusive and binding on all concerned and for the purposes of their computation the Auditors may at their discretion make such further or other adjustments (if any) as they think fit. Nevertheless the Board may act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves at any time and if in consequence the limit hereinbefore contained is inadvertently exceeded an amount of borrowed monies equal to the excess may be disregarded until the expiration of three months after the date on which by reason of a determination of the Auditors or otherwise the Board became aware that such a situation has or may have arisen
- 146 5 No person dealing with the Company or any of its subsidiary undertakings shall be concerned to see or enquire whether or not the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the said limit had been or would thereby be exceeded

PROCEEDINGS OF THE BOARD

147 Meetings

- 147 1 Subject to the provisions of these Articles the Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. The Board shall meet not less than six times in each year.
- 147 2 A meeting of the Directors may be validly held notwithstanding that all of the Directors are not present at the same place and at the same time provided that
- (a) all of the Directors at the time of the meeting are in direct communication with each other whether by way of telephone audio or video conferencing link or other form of telecommunications, and
 - (b) all of the Directors entitled to attend a meeting of the Directors agree to the holding of the meeting in such manner.

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. The word "meeting" in these Articles, in relation to proceedings of the Board, shall (except where the context otherwise requires) be construed accordingly.

148 Convening meetings

Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent or transmitted in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may require of the Board that notices of Board meetings shall during his absence be given in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such requisition it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either prospectively or retrospectively provided that for the purpose of determining the validity of any business conducted at any meeting no retrospective waiver given more than seven days after the date of the start of the meeting shall be effective.

149 Quorum

- 149 1 The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two. A person who is an alternate Director but not also a Director shall be counted in the quorum if his appointor is not present.
- 149 2 A person entitled to be present at a meeting of the Board or of a committee of the Board shall be deemed to be present for all purposes in the circumstances described in Article 147, if he is able to speak to and be heard by all those present or deemed to be present simultaneously. A Director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly.

149 3 Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of that Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present

150 **Continuing Directors may act**

The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board 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, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose. If there are no Directors able or willing to act, then any two Members may summon a general meeting for the purpose of appointing Directors

151 **Chairman and Deputy Chairman**

The Board may elect a Chairman and one or more Deputy Chairmen of its meetings and determine the period for which they are respectively to hold such office. If no such Chairman or Deputy Chairman is elected, or if at any meeting neither the Chairman nor any Deputy Chairman is present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting

152 **Authority of the Board**

A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretion for the time being vested in or exercisable by the Board. Each and every power, authority or discretion under these Articles vested in the Board may be delegated by the Board to a committee in accordance with the provisions of Article 153.1 and no such power, authority or discretion shall be regarded as being incapable of delegation to such a committee

153 **Delegation to committees**

153.1 The Board may delegate any of its powers, authorities and discretions (including all powers and discretions whose exercise involves or may involve the payment of remuneration to, or the conferring of any other benefit on, all or any of the Directors) to committees, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit. Any committee so formed shall, in the exercise of the powers, authorities and discretion so delegated, conform to any regulations which may be imposed on it by the Board. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee but so that

- (a) the number of members of any committee who are not members of the Board shall be less than one half of the total number of members of that committee, and
- (b) no resolution of any committee shall be effective unless a majority of the members of the committee present at the meeting at which the resolution is passed are members of the Board, and

- (c) the chairman of each committee shall be a Director and in the case of any equality of votes the chairman of the committee shall have a second or casting vote

Subject thereto the meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under this Article 153

154 Resolutions in writing

154 1 A resolution in writing signed by all the Directors (or their duly appointed alternates) for the time being entitled to receive notice of a meeting of the Board (provided that number is sufficient to constitute a quorum) or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted For this purpose

- (a) a resolution may be by means of an instrument or contained in an electronic communication sent to such address (if any) as may for the time being be notified by the Company for that purpose,
- (b) a resolution may consist of several instruments or several electronic communications, each executed by one or more Directors, or a combination of both,
- (c) a resolution signed by an alternate director need not also be signed by his appointor, and
- (d) a resolution signed by a Director who has appointed an alternate director need not also be signed by the alternate director in that capacity

155 Validity of acts of the Board

All acts done by the Board or by any committee or by any person acting as a Director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee and had been entitled to vote

DIVISIONAL DIRECTORS

156 Terms of appointment

The Board may appoint any person or manager as a divisional director or with such other title as the Board may from time to time determine Any such divisional director shall not be or be deemed to be a Director of the Company within the meaning of the Companies Acts or these Articles The appointment and remuneration (if any) of any divisional director shall be determined by the Board with full powers to make such arrangements as the Board may think fit For the avoidance of doubt the Board shall have the right to enter into any contract on behalf of the Company or transact any business of any description without the knowledge and approval of the divisional directors, except that no act shall be done which would impose

any personal liability on any or all of the divisional directors without his or their knowledge or consent

157 No entitlement to attend Board meetings

No divisional director shall be entitled to attend or be present at or receive notice of any meeting of the Board or of any committee of the Board but the Board shall be at liberty at any time to request a divisional director to attend and to speak at any meeting of the Board or a committee of the Board. Divisional directors present at such meetings shall not be counted in the quorum and shall not be entitled to vote

158 Employment independent of appointment

The appointment of a person to be a divisional director shall not (save as otherwise agreed between him and the Company), affect the terms and conditions of his employment (if any) by the Company, whether as regards duties, remuneration, pension or otherwise, and he shall cease to be a divisional director if he resigns as such or (as the case may be) in the event of his ceasing to be in the employment of the Company or an associated company or in the event of his being removed as a divisional director by a resolution of the Board, provided that termination of such an appointment shall not of itself affect the terms and conditions of his employment (if any) by the Company or any associated company

SECRETARY AND REGISTRAR

159 Appointment and Removal of Secretary

Subject to the provisions of the Companies Acts, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit and any Secretary so appointed may be removed by the Board. The Board may also appoint one or more joint, assistant or deputy Secretaries as it may think fit and may remove from office any person so appointed

160 Duties when no Secretary

If the office of Secretary is vacant or there is for any reason no Secretary capable of acting anything which by the Companies Acts or by these Articles is required or authorised to be done by or to the Secretary may be done by or to any officer of the Company authorised generally or specifically in that behalf by the Board

161 May not have dual role

A provision of the Companies Acts 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

162 Appointment of Registrar

The Board may appoint a Registrar upon such terms and conditions as it may think fit

AUTHENTICATION OF DOCUMENTS

163 Directors and others may authenticate documents

Any Director or the Secretary or any persons appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the holders of any class of shares of the Company or the Board or any committee of the Board and any books, records, documents and accounts relating to the business of the Company and certify copies or extracts of or from them as true copies or extracts. A document purporting to be a copy or reproduction of the minutes of, or an extract from the minutes of, a meeting of the Company or the holders of any class of shares of the Company or of the Board or any committee of the Board, which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith of it, that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

SEALS

164 Authority for and manner of use

The Board shall provide for the custody of every Seal. Save as provided in Article 166 a Seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board on its behalf. Subject as otherwise provided in these Articles, any instrument to which the common seal is affixed shall be signed by one or more Directors and the Secretary or by two or more Directors or by signatories appointed and authorised for the purpose by the Directors, and any instrument to which an official Seal is affixed need not, unless the Board for the time being otherwise requires, also be signed by any person.

165 Certificates for shares and debentures

The Board may by resolution determine either severally or in any particular case that any certificate for shares or debentures or representing any other form of security may have any signature affixed to it by some mechanical means, or printed on it or, in the case of a certificate executed under a Seal, need not bear any signature.

166 Seal for use abroad

The Company may have for use in any territory, district or place elsewhere than in the United Kingdom an official seal which shall be a facsimile of its common seal with the addition on its face of the name of every territory, district or place where it is to be used, and such seal shall be affixed under the authority and in the presence of such person or persons as the Directors shall from time to time in writing under the common seal direct to all instruments required to be sealed therewith and the said instruments shall be countersigned by such person or persons who shall in addition certify in writing on each such instrument the date on which and the place at which such official seal is affixed thereto.

167 Execution of deeds without a seal

A document signed by a Director and by the Secretary or another Director and expressed, in whatever form of words, to be executed by the Company shall have the same effect as if it

were under seal. A document executed in this way which makes it clear on its face that it is intended to be a deed, in whatever form of words, has effect, upon delivery, as a deed

DIVIDENDS AND OTHER PAYMENTS

168 Declaration of dividends

Subject to the Companies Acts, the Company in general meeting may from time to time declare dividends to be paid to the Members according to their rights and interests in the profits available for distribution, but no dividend shall be declared in excess of the amount recommended by the Board

169 Payment of dividends

169 1 Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide

- (a) all dividends shall be declared and paid according to the nominal amounts (excluding any premium) paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share, and
- (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid

170 Interim dividends

The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders deferred or non-preferential rights as well as in respect of those shares which, confer on the holders preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferential rights if at the time of payment any preferential dividend is in arrear. Provided that the Board acts bona fide, the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights

171 Dividends only payable out of profits available

No dividend shall be paid otherwise than out of profits available for distribution in accordance with the Companies Acts

172 Fixed dividends may be paid

Subject to the provisions of the Companies Acts, insofar as in the opinion of the Board the profits of the Company justify such payments, the Board may pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for payment of them

173 Board may set off liability of a Member

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

174 Retention of dividend pending registration

The Board may retain the dividends payable upon shares in respect of which any person is entitled to become a Member under the provisions of these Articles as to the transmission of shares, or which any person is under those provisions entitled to transfer, until that person becomes a Member in respect of those shares, or transfers the same

175 Dividends apportionable

All dividends shall be apportioned and (subject to any lien of the Company) paid to Members on the Register on the date on which the dividend is declared, made or paid (notwithstanding any subsequent transfer or transmission of shares) proportionately to the amounts paid up on the shares during any portion of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly

176 No interest payable on dividends

No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company

177 Method of payment

177 1 Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or by direct debit or bank transfer to such bank or building society account as the Member entitled to it directs in writing or by such other means (including electronic media) offered by the Company as the holder or person entitled may in writing agree. In the case of joint holders, payment may be sent addressed to the holder whose name stands first in the Register in respect of the shares at his address or bank or building society or other electronic account, as appearing in the Register, or addressed to such person and at such address or to such bank or building society or other electronic account as the holder or joint holders may in writing direct

177 2 Every cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the holder or, in the case of joint holders, the holder whose name stands first in the Register in respect of such shares, and shall be sent at his or their risk. Payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or properly distributable in respect of the shares held by such joint holders

178 **Unclaimed dividends forfeited**

Any dividend unclaimed after a period of 12 years from the date such dividend became due for payment shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed dividend, interest or other sum payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

179 **Dividends in specie**

Any general meeting declaring a dividend may by ordinary resolution, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or in part by the distribution of specific assets, and in particular of paid up shares or debentures of the Company or any other company, and the Board shall give effect to such direction. Where any difficulty arises in regard to such distribution the Board may settle it as it thinks expedient, and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions and arrange for the distribution of the net proceeds of sale in due proportion among the Members who would have been entitled to the fractions, or for the retention of such net proceeds for the benefit of the Company, or may ignore fractions altogether. The Board may fix the value for distribution purposes of any such specific assets and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to secure equality of distribution and may vest such specific assets in trustees as may seem expedient to the Board.

180 **Exchange rate dividend calculation**

180.1 For the purposes of the calculation of the amount receivable in respect of any dividend payable in a currency or currencies other than pounds sterling, the rate of exchange to be used to determine the relevant currency equivalent of any sum payable as a dividend shall be such market rate (whether spot or forward) selected by the Board as they shall consider appropriate ruling at the close of business in London on the date which is the business day last preceding

- (a) in the case of a dividend to be declared by the Company in general meeting, the date on which the Board publicly announces its intention to recommend that specific dividend, or
- (b) in the case of any other dividend, the date on which the Board publicly announces its intention to pay that specific dividend

Where the Board considers the circumstances to be appropriate it shall determine the relevant currency equivalent of any sums payable as a dividend by reference to such market rate or rates or the mean of such market rates prevailing at such time or times or on each date or dates, in each case falling before the time of the relevant announcement, as the Board may in its discretion select.

RESERVES

181 **Board may make reserves**

The Board may, before recommending any dividend (whether preferential or otherwise), set aside out of the profits of the Company such sums as it thinks proper as reserves which shall

(subject to the Companies Acts), at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any purpose to which the profits of the Company may be properly applied. Pending any such application such reserves may, also at such discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit, so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve, carry forward any profits which it may think prudent not to distribute.

182 **Capitalisation of Reserves**

The Company may, upon the recommendation of the Board, at any time and from time to time, pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) and not required for payment of dividend on any shares with a preferential right to dividend, whether or not the same is available for distribution, and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled to it if it were distributed by way of dividend and in the same proportions, on the footing that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in payment up in full of unissued shares, debentures or other obligations of the Company, to be allotted, distributed and credited as fully paid up to an amongst such Members, or partly in one way and partly in the other and the Board shall give effect to such resolution provided that for the purposes of this Article, a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid and that no unrealised profits shall be used in paying up any amounts unpaid on any issued shares.

183 **Scrip dividends**

183 1 Subject to the provisions of this Article the Board may, with the prior sanction of an ordinary resolution of the Company, offer the holders of ordinary shares the right to elect to receive, in respect of all or part of their respective holdings of ordinary shares, additional ordinary shares in the capital of the Company, credited as fully paid, instead of cash in respect of all or any part or parts of such dividend or dividends as are specified by the resolution. The following provisions shall apply -

- (a) The resolution may specify a particular dividend, or may specify all or any dividends paid, proposed to be paid or declared within a specified period, but such period must expire not later than the end of the fifth annual general meeting to be held following the date of the meeting at which such resolution is passed.
- (b) Save where the resolution specifies or requires otherwise, the entitlement of each holder of ordinary shares to new ordinary shares shall be determined by the Board so that the Relevant Value of them shall be as nearly as practicable equal to (but not in excess of) the cash amount (disregarding any tax credit) that such shareholder would have received by way of dividend. For this purpose "**Relevant Value**" shall be calculated by reference to the average of the middle market

quotations for the Company's ordinary shares on the London Stock Exchange Daily Official List on the day when ordinary shares are first quoted "ex" the relevant dividend and four dealing days after that date or in such other manner as may be determined by or in accordance with an ordinary resolution of the Company. A certificate of or report by the Auditors as to the amount of any dividend shall be conclusive evidence of that amount.

- (c) The basis of allotment shall be such that no Member may receive a fraction of an ordinary share and an election to receive ordinary shares in lieu of a cash dividend which gives rise to a fractional entitlement will be deemed to be an election to receive only that whole number of additional ordinary shares which is as nearly as possible equal to, but not greater than, the cash amount of the dividend to which the Member is otherwise entitled.
- (d) The Board, after determining the basis of allotment, shall notify the holders of ordinary shares in writing of the right of election offered to them, and, subject as provided in paragraph (j) below, shall send with, or following, such notification forms of election and specify the procedure to be followed and the place at which, and the latest time by which, duly completed forms of election must be lodged in order to be effective.
- (e) The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been duly made (the "**elected ordinary shares**") and, instead, additional ordinary shares shall be allotted to the holders of the elected ordinary shares on the basis of allotment determined as provided above. For such purpose the Board shall capitalise out of such of the sums standing to the credit of any of the Company's reserves (including any share premium account, capital redemption reserve fund or any other undistributable reserve) or any of the profits which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on such basis and apply the same in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to and amongst the holders of the elected ordinary shares on such basis.
- (f) The additional ordinary shares so allotted shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue save only as regards participation in the relevant dividend (or share election in lieu).
- (g) Where the ordinary shares constitute authorised investments for the purposes of the Trustee Investments Act 1961 the Board shall (unless otherwise resolved by the Company in general meeting) ensure that at least part (being such part as the Board may decide) of the dividend payable on each ordinary share in each calendar year is paid in cash.
- (h) The Board may on any occasion determine that rights of election under this Article shall be subject to such exclusions or other arrangements as the Board may deem necessary or expedient in relation to legal or practical problems under the laws or

requirements of any recognised regulatory body or any stock exchange in any territory

- (i) The Board may undertake and do such acts and things as it may consider necessary or expedient for the purpose of giving effect to the provisions of this Article including (without limiting the foregoing) making such provisions as it may think fit in relation to any fraction of an ordinary share which may or would arise pursuant to the application of paragraph (c) (including provisions whereby fractional entitlements are disregarded or the benefit of them accrues to the Company rather than to the Members concerned)
- (j) The Board may introduce and operate such arrangements as it may consider necessary whereby any holder of ordinary shares may agree (unless and until such arrangements are by written notice terminated in respect of any holder by the Board or by any such holder himself) to elect to receive in respect of all (but not part) of his holding of ordinary shares additional ordinary shares of the Company in lieu of the whole (but not part) of all future dividends payable on his holding of ordinary shares in respect of which the Company (pursuant to any authority of the Board in general meeting as is specified in this Article) offers to holders of ordinary shares such right to elect ("**relevant dividends**") (subject always to the provisions of paragraph (c)) and during the continuance of such arrangements in respect of any holder of ordinary shares (i) the Board shall not be obliged to send forms of election to any such holder in accordance with paragraph (d), and (ii) the agreement by such holder to elect as aforesaid shall be effective for all purposes as an election in respect of all relevant dividends
- (k) In relation to any particular proposed dividend the Board may in its absolute discretion withdraw or terminate an offer previously made to holders to elect to receive additional ordinary shares in lieu of the cash dividend (or that part of the dividend in respect of which a right of election has been offered) at any time prior to the allotment of the additional ordinary shares. The Board shall not proceed with any offer unless the Company has sufficient authorised but unissued ordinary shares and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment has been determined

184 **Board may deal with fractions arising**

Where any difficulty arises in regard to any distribution under this Article, the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions and arrange for the distribution of the net proceeds of sale in due proportion among the Members who would have been entitled to the fractions, or for the retention of such net proceeds for the benefit of the Company, or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect to the appointment and such appointment shall be effective and binding upon the Members

RECORD DATES

185 Record dates for dividends etc

183 1 Notwithstanding any other provision of these Articles, the Company or the Board may

- (a) fix any date as the record date for any dividend, distribution, allotment or issue, which may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made,
- (b) for the purpose of determining which persons are entitled to attend and vote at a general meeting of the Company, or a separate general meeting of the holders of any class of shares in the capital of Company, and how many votes such persons may cast, specify in the notice of meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting, changes to the register after the time specified by virtue of this Article shall be disregarded in determining the rights of any person to attend or vote at the meeting, and
- (c) for the purpose of sending notices of general meetings of the Company, or separate general meetings of the holders of any class of shares in the capital of the Company, under these Articles, determine that persons entitled to receive such notices are those persons entered on the Register at the close of business on a day determined by the Company or the Board, which day may not be more than 21 days before the day that notices of the meeting are sent

RECORDS AND REGISTERS

186 Form of records

Any register, index, minute book, or other book or accounting records required by these Articles or the Companies Acts 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 discovery.

187 Overseas and local registers

Subject to the provisions of the Companies Acts and the Regulations, the Company may keep an overseas or local or other register in any place, and the Board may make, amend and revoke any regulations if it thinks fit about the keeping of that register.

ACCOUNTING RECORDS

188 Records to be kept

188 1 The Board shall cause to be kept and laid before the Company in general meeting accounting records sufficient to give a true and fair view of the state of the Company's affairs and to show and explain its transactions in accordance with the Companies Acts.

- 188 2 The accounting records shall be kept at the Office or, subject to the Companies Acts, at such other place or places as the Board may think fit and shall always be open to inspection by the officers of the Company
- 188 3 No Member (other than an officer of the Company) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board
- 189 **Sending of annual accounts**
- 189 1 Subject to Article 189 2 a printed copy of every balance sheet and profit and loss account, together with the related report of the Board and including every other document required by law to be annexed, which is to be laid before the Company in general meeting, together with a copy of the Auditors' report, shall be sent to each person entitled to receive them at least twenty-one days before the date of the meeting in accordance with the requirements of the Companies Acts. Copies shall also be sent in appropriate numbers to The Stock Exchange in accordance with its regulations
- 189 2 The Company need not, if the Board so decides, send copies of such documents to Members, but may instead send them a summary financial statement derived from the Company's balance sheet and profit and loss account and the related report of the Board, in such form and containing such information as may be required by the Companies Acts. Copies of the documents referred to in Article 189 1 shall however, be sent to any Member who wishes to receive them, and the Company shall comply with the provisions of the Companies Acts as to the manner in which it is to ascertain whether or not a Member wishes to receive them
- 189 3 This Article shall not require a copy of the documents referred to in Article 189 1 or 189 2 to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures

AUDIT AND AUDITORS

190 Appointment of auditors

Auditors shall be appointed and their duties regulated in accordance with the Companies Acts

191 Validity of acts

Subject to the provisions of the Companies Acts, all acts done by any person or persons acting as Auditors shall, as regards all persons dealing in good faith with the Company, be valid notwithstanding that there was some defect in their appointment or that they were at the time of their appointment not qualified for appointment

192 Attendance at meetings

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 AND OTHER DOCUMENTS

193 **Methods of giving notice**

193 1 Any notice or other document (including a share certificate) required to be given or sent to any Member may be served on or delivered to the Member either

- (a) personally, or
- (b) by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register, or
- (c) by delivering it to or leaving it (so addressed) at such registered address, or
- (d) by any electronic means which enables the Member concerned to read the text of the notice or other document, but only where the Member has given his consent in writing to receiving notice or other documents by electronic means and in such consent has set out an address to which notice or other documents shall be sent by electronic means

In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders

194 **Website publication**

194 1 Subject to the Companies Acts, the Company may also give or send any notice or other document pursuant to these Articles to a Member by publishing that notice or other document on a website where

- (a) the Company and the Member have agreed to the Member having access to the notice or document on a website (instead of it being sent to him),
- (b) the notice or document is one to which that agreement applies,
- (c) the Member is notified, in a manner for the time being agreed between him and the Company for the purpose, of
 - (i) the publication of the notice or document on a website,
 - (ii) the address of that website, and
 - (iii) the place on that website where the notice or document may be accessed, and how it may be accessed, and
- (d) the notice or document is published on that website throughout the publication period, provided that, if the notice or document is published on that website for a part, but not all of, the publication period, the notice or document shall be treated as being published throughout that period if the failure to publish that notice or document throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid

In this Article, "**publication period**" means

- (1) in the case of a notice of an adjourned meeting pursuant to Article 82 a period of not less than seven clear days before the date of the adjourned meeting, beginning on the day following that on which the notification referred to in Article 193 1(c) above is sent or (if later) is deemed sent,
- (2) in the case of a notice of a poll pursuant to Article 92 a period of not less than seven clear days before taking of the poll, beginning on the day following that on which the notification referred to in Article 193 1(c) above is sent or (if later) is deemed sent, and
- (3) in any other case, a period of not less than 21 days, beginning on the day following that on which the notification referred to in Article 193 1(c) above is sent or (if later) is deemed sent

195 **Registered address outside UK**

Any Member described in the Register by an address not within the United Kingdom who shall, from time to time, give to the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but, save as aforesaid, no Member other than a Member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company

196 **Deemed receipt of notice**

Any such notice or other document, if sent by first class post, shall be deemed to have been served or delivered on the day after the day on which it was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day on which it was so delivered or left. Any notice or other document given or sent by electronic means shall be deemed to have been served or delivered on the day on which it was given or sent by electronic means

197 **Member dead or bankrupt**

Any notice or other document given to or served on any Member in any manner authorised by these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service of the notice or document, have been removed from the Register as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share

198 **Transferees etc bound by notice**

Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of that share which, before his name and address have been entered in the Register, shall have been duly given to the person from whom he derives his title to it

199 **Notice to joint holders**

In the case of joint holders of a share, all notices or other documents shall be given or sent to the joint holder whose name stands first in the register in respect of the joint holding. Any notice or other document so given or sent shall be deemed for all purposes sufficient service on all the joint holders

200 **Service on the Company**

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

201 **Suspension of Postal Services**

If at any time the Company is unable effectively to convene a general meeting by notices sent through the post as a result of the suspension or curtailment of postal services in the United Kingdom, a general meeting may be convened by advertisement in the United Kingdom. In any such case the Company shall send confirmatory copies of the notice by post if at least two days prior to the date fixed for the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable

202 **Notice given by newspaper advertisement**

Any notice given by advertisement shall be advertised on the same date in at least two leading daily newspapers in the United Kingdom (at least one of which shall be published in London) and such notice shall be deemed to have been served at noon on the day on which the advertisement appears

UNTRACED SHAREHOLDERS

203 **Where no current address for shareholders**

When the registered address of any Member appears to the Board to be incorrect or out of date such Member may, if the Board so resolves, be treated as if he had no registered address and the Company will not thereafter be obliged to send to such Member cheques, warrants, notices of meetings or copies of the documents referred to in Article 189 1 or any of them. No such resolution shall be passed by the Board until cheques or warrants sent to the registered address of the Member have been returned by the Post Office or left uncashed on at least two consecutive occasions or following one such occasion, reasonable enquiries have failed to establish any new address of such Member

204 Power to dispose of shares

204 1 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

- (a) for a period of twelve years, in the course of which at least three dividends have become payable in respect of the share in question, no cheque or warrant sent by the Company through the post in a prepaid letter 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, no dividend has been claimed and no communication has been received by the Company from the Member or the person entitled by transmission, and
- (b) the Company has at the expiration of such period of twelve years by advertisement in both a leading national newspaper and in a newspaper circulating in the area in which the address referred to in paragraph 202 1 is located given notice of its intention to sell such share, and
- (c) 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
- (d) the Company has first given notice in writing to the Stock Exchange of its intention to sell such shares

205 Sale procedure

205 1 To give effect to any such sale as is referred to in Article 204 the Company may appoint any person (a) in the case of certificated shares, to execute as transferor an instrument of transfer of such share or stock and (b) in the case of uncertificated shares, to authorise and procure the execution of such transfer in accordance with and subject to the regulations and facilities and requirements of the relevant system concerned

205 2 Every such instrument of transfer and transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such share

205 3 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 proceeds Any money not accounted for to the Member or other person entitled to such share shall be carried to a separate account and shall be a permanent debt of the Company Money 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

DESTRUCTION OF DOCUMENTS

206 Power of Company to destroy documents

206 1 The Company may destroy

- (a) any share certificate which has been cancelled, at any time after the expiry of one year from the date of such cancellation,
- (b) any dividend mandate or any variation or cancellation of it or any notification of change of name or address, at any time after the expiry of two years from the date of which such mandate, variation, cancellation or notification was recorded by the Company,
- (c) any instrument of transfer or form of renunciation of shares which has been registered, at any time after the expiry of six years from the date of registration, and
- (d) any other document on the basis of which any entry in the Register is made, at any time after the expiry of six years from the date on which the entry in the Register was first made

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

206 2 It shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed under the power contained in this Article was a valid and effective document in accordance with its recorded particulars in the books or records of the Company, provided always that

- (a) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim,
- (b) nothing contained in this Article shall be construed as imposing any liability upon or recognising liability of the Company in respect of the destruction of any document before the expiration of the relevant period specified in these Articles merely because such period had not elapsed, and
- (c) references in this Article to the destruction of any document include references to its disposal in any manner

SECRECY

207 No Member or general meeting or other meeting of Members shall be entitled to require discovery of or any information respecting any detail of the Company's trading or in any matter that is or may be in the nature of a trade secret or secret process or that may relate to the conduct of the business of the Company that in the opinion of the Board it would be contrary to the interests of the Company to communicate to the public

WINDING-UP

208 Board may petition to wind up

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

209 Distribution of surplus assets

Save as otherwise provided in these Articles and subject to the rights attached to any shares issued on any special terms and conditions, on a return of assets on a winding up or otherwise the surplus assets of the Company, after discharge of its liabilities shall belong to and be distributed amongst the holders of shares in proportion to the number of such shares held by them respectively after deducting in respect of any share not fully paid up, the amount remaining unpaid on it (whether or not then payable)

210 Liquidator may distribute in specie

210 1 If the Company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Companies Acts, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such values as he deems fair upon any property to be so divided and may determine how such division shall be carried out as between the Members or different classes of Members

210 2 If any division is to be made otherwise than in accordance with the existing rights of the Members, every Member shall have the same right of dissent and other ancillary rights are as set out in section 111 of the Insolvency Act 1986 as if such resolution were a special resolution passed in accordance with section 110 of that Act

210 3 The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other assets upon which there is any liability,

INSURANCE AND INDEMNITY

211 Insurance

211 1 Without prejudice to the provisions of Article 212, the Board may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was

- (a) a director, officer, employee or Auditor of the Company, or any body which is or was the holding company or subsidiary undertaking of the Company, or in which the Company or such holding company or subsidiary undertaking has or had any interest (whether direct or indirect) or with which the Company or such holding company or subsidiary undertaking is or was in any way allied or associated, or

- (b) a trustee of any pension fund in which employees of the Company is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund

212 **Indemnity**

Subject to the provisions of and so far as may be consistent with the Companies Acts, to the extent that proceeds of any insurance policy against any such liability as is referred to in Article 211 1 are insufficient to meet such liability in full, every Director, Executive Director, manager, officer and Auditor of the Company shall be entitled to be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, whether 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 in which judgment is given in his favour or he is acquitted

213 **Directors not liable to account**

No Director or former Director shall be accountable to the Company or the Members for any benefit provided pursuant to Articles 211 1 or 212. The receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company

214 **Section 719 of the Act**

Pursuant to section 719 of the Act, the Board is hereby authorised to make such provision as may seem appropriate for the benefit of any person employed or formerly employed by the Company or any of its subsidiary undertakings in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary undertaking. Any provision shall be made by a resolution of the Board in accordance with section 719

SALE

215 **Tag-along**

215 1 Notwithstanding any other provisions of these Articles, if at any time one or more Members (the "**Proposed Sellers**") propose to sell, in one or a series of related transactions, such number of shares as entitle the holders thereof to cast 50% or more of the votes which, on a poll, Members are entitled to cast at any general meeting of the Company (the "**Majority Holding**") to any person the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this Article

215 2 The Proposed Sellers shall give written notice (the "**Proposed Sale Notice**") to the other holders of the equity share capital in the Company (the "**Other Shareholders**") of such intended sale at least twenty business days prior to the date thereof. The Proposed Sale Notice shall set out the identity of the proposed buyer (the "**Proposed Buyer**"), the proposed

purchase price per Share (the "**Tag-along Sale Price**") and other terms and conditions of payment, the proposed date of sale and the number of shares proposed to be purchased by the Proposed Buyer

215 3 Any Other Shareholder shall be entitled, by written notice given to the Proposed Sellers within twenty business days of receipt of the Proposed Sale Notice to require the Proposed Sellers to refrain from selling the Majority Holding unless the Proposed Sellers procure that the Proposed Buyer purchases all of his shares at the Tag-along Sale Price and otherwise on the same terms and conditions as those set out in the Proposed Sale Notice

215 4 If any Other Shareholder is not given the rights afforded him by the provisions of this Article or if the intended sale of the Majority Holding by the Proposed Sellers pursuant to this Article is not a bona fide sale on arm's length terms, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect

216 **Drag-along**

216 1 In this Article 216, a "**Qualifying Drag-along Offer**" shall mean a bona fide arm's length offer in writing by or on behalf of any person (the "**Drag-along Offeror**") to the holders of the entire equity share capital in the Company to acquire all their equity share capital

216 2 If the holders of not less than 75% of the equity share capital then in issue (the "**Accepting Shareholders**") wish to accept the Qualifying Drag-along Offer, then the provisions of this Article shall apply

216 3 The Accepting Shareholders shall give written notice to the remaining holders of the equity share capital (the "**Remaining Shareholders**") of their wish to accept the Qualifying Drag-along Offer and the price per Share payable by the Drag-along Offeror (the "**Drag-along Offer Price**") The Remaining Shareholders shall thereupon become bound to accept the Qualifying Drag-along Offer and to transfer their shares to the Drag-along Offeror (or his nominee) on the date specified by the Accepting Shareholders at the Drag-along Offer Price

216 4 If any Remaining Shareholder becomes bound to transfer shares pursuant to this Article, and makes a default in doing so, the provisions of Article 48 11 shall apply mutatis mutandis